

EXHIBIT “1”

The Litigation Practice Group PC - Affiliate Agreement

THIS AGREEMENT (the "Agreement") is made and effective as of the 30th day of September, 2022 by and between The Litigation Practice Group PC ("LPG") and **Debt Relief Group LLC** (hereinafter "Affiliate").

RECITALS:

LPG is in the business of providing a package debtor's rights services in the form of debt validation, consultation, and litigation defense through a network of attorneys licensed to practice law in all 50 states and the District of Columbia. The legal services offered include:

- Removal of invalid debts through correspondence directly with the three credit bureaus;
- Validation of consumer debts through correspondence including disputes with original creditors, validation demands to third party debt collectors and assignees, and disputes with all three credit bureaus;
- Defense of collection actions initiated by original creditors or third party assignees;
- Negotiation of advantageous settlements of consumer debts both pre and post litigation;
- Education of clients regarding federal laws applicable to consumer debt and credit reporting, and consultation regarding risk mitigation and litigation defense through its network of attorneys across the country.

Each of these services is offered without regard to the identity of the creditor or third-party debt collector or assignee. LPG reviews all client files prior to the execution of the client's legal services agreement with the appropriate law firm, and maintains oversight through its administrative services over all file placements.

Affiliate owns and operates a system of generating leads consisting of consumers interested in the legal services offered by LPG. Affiliate, acting in accordance with direction from LPG, shall obtain the names of Consumers and will market in a lawful manner, complying with the restrictions of the jurisdiction in which the consumer resides. For consumers interested in utilizing LPG's services, Affiliate will assist LPG in having consumers execute an approved legal services agreement with a law firm to which LPG provides administrative support services, at which point consumers will become clients of that law firm, and that law firm will be exclusively responsible for and liable for the representation of consumers in the context of the provision of legal services. Nothing in this Agreement nor in the eventual legal services agreement shall restrict Affiliate from offering any other service of any kind to consumer, including credit repair or debt relief programs. Nor is Affiliate restricted from marketing on behalf of credit repair or debt relief entities, including but not limited to other law firms. LPG and Affiliate hereby agree that any and all prior agreements entered into by LPG and Affiliate or any law firm to which LPG provides administrative support services and Affiliate are null and void and unenforceable, and this Agreement shall become the operative agreement for all files previously placed through the use of LPG's administrative support services.

Affiliate is being retained by LPG to provide marketing and customer service functions only. All payments made to Affiliate are for services actually rendered, and do not constitute a revenue or fee sharing agreement. The method used to determine the value of the services rendered by Affiliate to LPG were

selected by both parties based upon industry standard and effective valuation, and not for any other purpose.

LPG and Affiliate hereby agree to the following:

1. Each Party shall be solely responsible for bearing its own costs and expenses incurred in performing its responsibilities under this Agreement, including all tariffs, filings, licensing and/or other fees.
2. Affiliate shall comply with state and federal laws in communicating with consumers regarding LPG, any law firm utilized by LPG, or any of the programs of LPG or the assigned law firm.
3. Both LPG and the law firm it utilizes shall comply with all state and federal laws in performing its obligations under the legal services agreement entered into between LPG and the consumers referred by Affiliate.
4. If requested by LPG, Affiliate shall provide a copy of all marketing materials to LPG upon receiving a request from LPG. Affiliate shall endeavor to provide such materials within 10 business days of such request, but may provide such materials in any time frame that is commercially reasonable.
5. Affiliate agrees to keep any and all documents or communications between itself and LPG confidential pursuant to the provisions set forth below, and shall not share or disclose such documents to any party with prior, express written consent.
6. Affiliate shall be entitled to receive the following as full and complete compensation for its services to LPG: LPG shall pay 65% per file for each file that Affiliate places with LPG, not counting the monthly maintenance fee of \$96.38, which LPG shall retain to cover administrative costs for each file. LPG shall calculate the amount of each file, apply the above-identified percentage fee, and remit the same to Affiliate pursuant to an agreed-upon schedule not to exceed one remittance per seven (7) calendar days. If any consumer cancels LPG's services, or demands a refund for payment for such services, or both, then LPG shall be solely responsive for such cost and Affiliate shall not have to share such expense. LPG has exclusive discretion to grant or deny a requested refund or cancellation. Finally, LPG may treat a consumer's failure to remit payment in a timely manner as a cancellation of the legal services agreement executed by consumer with LPG, and has sole discretion to make such determination.
7. LPG shall bear all expenses related to the services it offers to consumers, and Affiliate shall bear all expenses related to its marketing of the same except as is set forth in this Paragraph. Neither LPG nor Affiliate shall be required to pay the expenses of the other.
8. LPG reserves all rights with regard to rejection or cancellation of a consumer, but will do so only in accordance with the recommendation of the law firm utilized in providing such service, and only subject to the applicable state bar rules for such representation.
9. This agreement shall continue to operate and bind LPG and Affiliate for a period of twelve (12) months from the date of execution of this Agreement. At that time, this Agreement will automatically renew until either party sends written notice of cancellation of this Agreement, which shall be effective

30 days after LPG or Affiliate postmarks or emails a cancellation letter stating the intent of that party to terminate this Agreement. If such cancellation letter is sent by either party, it shall be effective 30 days from the date of postmark or email, and shall terminate this Agreement and release either party from the obligations contained herein.

10. If either party shall default under this Agreement, defined as a failure to comply with any of the obligations set forth above, the Agreement shall terminate following notice of default and a cure period of 30 days from the date postmarked on the notice of default. The notice of default must state with specificity the act of default alleged.

11. Upon termination of this Agreement for any reason whatsoever, LPG and Affiliate will refrain from making any disparaging or negative comment, remark, statement, or implication, whether written or oral.

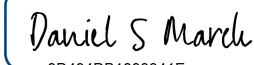
12. The confidential information of LPG or Affiliate shall include information regarding contracts, customer or client lists or information, hardware, software, screens, specifications, designs, plans, drawings, data, prototypes, discoveries, research, developments, methods, processes, procedures, improvements, 'Know-how', compilations, market research, marketing techniques and plans, marketing materials, business plans and strategies, documents, scripts, guidelines, price lists, pricing policies and financial information or other business and/or technical information and materials, in oral, demonstrative, written, graphic or machine-readable form, which is unpublished, not available to the general public or trade, and which is maintained as confidential and proprietary information by the disclosing party for regulatory, customer relations, and/or competitive reasons. Neither LPG nor Affiliate may disclose the confidential information of the other with the express written consent of the other. A failure to abide by this confidentiality term shall entitle the party whose confidential information was compromised to a reasonable sum not less than \$50,000.00, nor more than \$200,000.00. The disclosure of information in connection with a judicial proceeding shall not constitute a violation of this term. The parties agree to notify the other if any inadvertent disclosure of information occurs within 48 hours of becoming aware of such disclosure. The parties agree to work together in good faith to remediate any disclosure of confidential information. A party whose confidential information is disclosed shall be entitled to injunctive relief in any court of competent jurisdiction.

13. If, after the passage of six months of the date of this Agreement, Affiliate fails, in any one calendar month, to have at least fifty (50) active consumers, LPG shall withhold 20% of the fees due to Affiliate for said month in an escrow account. Such fees shall be held in escrow until, in a single calendar month, Affiliate has fifty (50) or more active consumers, at which point, within five (5) business days of the end of such calendar month, LPG shall transfer the balance of such escrow account to Affiliate and retain nothing in such escrow account. If Affiliate shall cease operations for any reason, or this Agreement shall terminate for any reason, Affiliate will continue to receive fees due to it under this Agreement until all active consumers have completed or withdrawn from the program, at which point any remaining amounts being held in escrow shall be released to Affiliate in full.

14. Affiliate agrees not to use the name LPG or any law firm in any advertising, publicity release, or sales presentation designed to promote Affiliate's service, unless LPG provides prior written consent to such specific use.


15. Any fees incurred by LPG in connection with a customer's Non-Sufficient Funds ("NSF") fee shall be borne exclusively by LPG.
16. This Agreement may not be assigned or transferred without the prior written consent of the other. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
17. In the event of a breach, the prevailing party shall be entitled to reasonable attorneys' fees and collection costs, including all fees and costs on appeal.
18. This Agreement contains the entire Agreement between the Parties, and shall not be modified, amended or supplemented, or any rights therein waived, unless specifically agreed upon in writing by LPG and Affiliate.

The Litigation Practice Group PC

DocuSigned by:

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By: Daniel S. March, Managing Shareholder

Debt Relief Group LLC

DocuSigned by:

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By: Billy Burns

Title: Managing Member

Electronic Funds Transfer Authorization

This Electronic Funds Transfer (EFT) authorization is for use in connection with the foregoing Agreement, and permits LPG to transfer any and all amounts due to **Debt Relief Group LLC** ("Affiliate") under the foregoing Agreement by EFT. By signing below, Affiliate hereby authorizes LPG to initiate EFT transfers at its discretion, with all fees and costs incurred by Affiliate in connection with such transfer to be borne by Affiliate, while all fees and costs incurred by LPG in connection with such transfer to be borne by LPG.

DocuSigned by:
Account Holder Signature: *Billy Burns* Date: 9/30/2022
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By: Billy Burns

Title: Managing Member

Account Owner Name: Debt Relief Group LLC

Social Security Number / FEIN Number associated with account listed below: [REDACTED]

Address: 1800 Old Okeechobee Rd, Suite 200

City: West Palm Beach, FL 33409

Bank Name: Chase Bank

Routing Number: [REDACTED]

Account Number: [REDACTED]

Account type : Checking

EXHIBIT “2”

ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

This ACCOUNTS RECEIVABLE PURCHASE AGREEMENT (this “**Agreement**”) is made as of November 7, 2022 (the “**Agreement Date**”), by and between The Litigation Practice Group PC (collectively the “**Buyer**”), and Debt Relief Group (the “**Seller**” or “**LPG**”, and together with the Buyer, the “**Parties**”), and The Litigation Practice Group PC (“**LPG**”).

RECITALS

WHEREAS, in the regular course of business, the Seller originates account receivables from **LPG** in connection with client on-boarding services provided by the Seller to LPG and its affiliates;

WHEREAS, the account receivables represent an obligation of various clients to pay Seller for services that Seller previously provided, but which LPG shall provide from the date of execution of this Agreement;

WHEREAS, the Seller desires to sell, assign, transfer, and deliver to the Buyer, and the Buyer desires to purchase, acquire, and accept from the Seller, certain of these account receivables (the “**Purchased Accounts**”).

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.1 Certain Definitions. Certain defined terms used in this Agreement are set forth on Exhibit A.

ARTICLE 2. ASSIGNMENT AND TRANSFER AND CONSIDERATION

Section 2.1 Assignment of the Purchased Accounts to the Buyer. Upon execution of this Agreement and subject to the terms and conditions set forth herein, the Seller shall sell, assign, transfer, and deliver, and the Buyer shall purchase, acquire, and accept from the Seller, all of the Seller’s right, title, and interest in and to the Purchased Accounts set forth on the spreadsheet attached to this Agreement, free and clear of any Liens. Other than the Purchased Accounts, the Buyer shall not purchase or acquire any other assets of the Seller (collectively, the “**Excluded Assets**”).

Section 2.2 No Assumption of Liabilities. The Buyer shall not assume any Liabilities of the Seller of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereinafter created (collectively, the “**Excluded Liabilities**”).

Section 2.3 Payment of Purchase Price. Buyer shall pay \$62,626.75 (total purchase price) for the Purchased Accounts (the “**Purchase Price**”) by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth in Schedule 2.3 (the “**Wire Instructions**”). The Purchased Accounts are set forth on the attached spreadsheet.

Section 2.4 Guarantee of LPG. If any file acquired by buyer shall fail to make a first payment, LPG will replace the file and bear any cost associated with such replacement. The replacement file shall yield no less than the receivable of the failed file. In addition, if any any calendar month a total of less than 80% of files make a cleared payment, LPG shall replace any non-performing files in such month so that the performance of the file

package as a whole equals 80%. This guarantee shall continue until the completion of the 24th month following execution of this agreement.

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Buyer, as of the Agreement Date and as of the Closing Date, or, if expressly made as of a specified date, as of such specified date, as follows:

Section 3.1 Organization; Good Standing. The Seller is a Limited Liability Company duly organized, validly existing, and in good standing under the Laws of the State of Delaware and is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership or operation of the Business requires such qualification, except where the failure to be so qualified would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, results of operations, financial condition, or assets of the Seller.

Section 3.2 Power and Authority. The Seller has all requisite right, power, and authority to execute, deliver, and perform this Agreement and the Transaction Agreements to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Agreements by the Seller, and the consummation by the Seller of the transactions contemplated hereby and thereby, have been duly approved by the Seller, and no further action is required on the part of the Seller to authorize this Agreement, any Transaction Agreement to which it is a party, or the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Agreements will be, duly and validly executed and delivered by the Seller and, assuming the due and valid authorization, execution, and delivery of this Agreement by the other Parties, and of each such Transaction Agreement by the other parties thereto, constitutes, or will constitute, a valid and binding obligation of the Seller, enforceable against it in accordance with its terms and conditions, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other Laws affecting enforcement of creditor's rights generally and except insofar as the availability of equitable remedies may be limited by applicable Law.

Section 3.3 Title to, and Sufficiency of, the Purchased Accounts. The Seller has and shall convey to the Buyer, at the Closing, good, valid, transferable, and marketable title to, or valid leasehold interests in, all of the Purchased Accounts, free and clear of all Liens.

Section 3.4 Consents. The Seller is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of, any Governmental Body or Third Party, including a party to any assigned contract, in connection with the execution, delivery, and performance by the Seller of this Agreement or any of the Transaction Agreements to which it is a party or the consummation of the transactions contemplated hereby and thereby.

Section 3.5 No Conflicts. The execution and delivery by the Seller of this Agreement and each of the Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, will not conflict with, result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to an additional payment obligation, a right of termination, cancellation, modification, or acceleration of any obligation, or loss of any benefit, under: (a) any provision of the Organizational Documents of the Seller; (b) any contract to which the Seller is party, including, without limitation, any assigned contract; or (c) any Law or order applicable to the Seller or any of the Purchased Accounts.

Section 3.6 Compliance with Laws. The Seller has materially complied, and is now materially complying, with all Laws applicable to the ownership and use of the Purchased Accounts.

Section 3.7 Legal Proceedings. There is no Action of any nature pending or, to the Knowledge of the Seller, threatened against or by the Seller: (a) relating to or affecting the Purchased Accounts or (b) that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement and the Transaction Agreements. No event has occurred or circumstance exists that may give rise to, or serve as a basis for, any such Action.

Section 3.8 Condition of Purchased Accounts. Each Purchased Account shall have received no less than one processed payment.

Section 3.9 Confidentiality. Seller agrees and acknowledges that all Purchased Accounts, the pricing, and all terms set forth in this Agreement are confidential (together, the "**Confidential Information**"). Seller will at all times keep the Confidential Information in confidence and trust. Seller will not, without the prior written consent of an authorized officer of Buyer, (A) copy, use or disclose any Confidential Information, (B) deliver or disclose any Confidential Information to any person or entity outside the Buyer, or (C) use the Confidential Information for Seller's own use or use it to the detriment of Buyer. Notwithstanding the foregoing, Seller may, without consent, use the Confidential Information and disclose and deliver same to Seller's employees or agents, if applicable, who have a need to know, provided such employees or agents have entered into written agreements approved by Buyer and containing provisions at least as restrictive as these provisions. Seller agrees that violation of this Section 3.9. The Parties agree that the disclosure of the Confidential Information in violation of this Agreement may cause the Buyer irreparable harm and that any breach or threatened breach by the Seller entitles Buyer to seek injunctive relief, in addition to any other legal or equitable remedies available to it, in any court of competent jurisdiction.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller, as of the Agreement Date and as of the Closing Date, or, if expressly made as of a specified date, as of such specified date, as follows:

Section 4.1 Organization; Good Standing. The Buyer is a limited liability company, duly organized, validly existing, and in good standing under the Laws of the State of Florida.

Section 4.2 Power and Authority. The Buyer has all requisite right, power, and authority to execute, deliver, and perform this Agreement and the Transaction Agreements to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Agreements by the Buyer, and the consummation by the Buyer of the transactions contemplated hereby and thereby, have been duly approved by the Buyer, and no further action is required on the part of the Buyer to authorize this Agreement, any Transaction Agreement to which it is a party, or the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Agreements will be, duly and validly executed and delivered by the Buyer and, assuming the due and valid authorization, execution, and delivery of this Agreement by the other Parties, and of each such Transaction Agreement by the other parties thereto, constitutes, or will constitute, a valid and binding obligation of the Buyer, enforceable against it in accordance with its terms and conditions, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Laws affecting enforcement of creditor's rights generally and except insofar as the availability of equitable remedies may be limited by applicable Law.

Section 4.3 No Conflicts. The execution and delivery by the Buyer of this Agreement and each of the Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, will not conflict with, result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to an additional payment obligation, a right of termination, cancellation, modification, or acceleration of, any obligation, or loss of any benefit under: (a) any provision of the Buyer's Organizational Documents; (b) any contract to which the Buyer is party, other than the Buyer Representation Agreement; or (c) any Law applicable to the Buyer.

Section 4.4 Sufficient Funds. The Buyer has, and will have, sufficient funds available to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement and the Transaction Agreements.

ARTICLE 5. COVENANTS

Section 5.1 Appropriate Actions.

(a) General. Each of the Parties shall use commercially reasonable efforts to take all actions necessary to consummate the transactions contemplated by this Agreement as soon as reasonably practicable after the execution of this Agreement, including taking all actions necessary to comply promptly with all applicable Laws that may be imposed on it or any of its Affiliates with respect to the Closing.

ARTICLE 6. CLOSING

Section 6.1 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") will take place upon the execution and delivery of this Agreement or at such other time, date, and place as the Parties may agree in writing. The date on which the Closing occurs is hereinafter referred to as the "**Closing Date**." The Parties agree that the Closing may take place by the electronic exchange of executed counterpart documents and the electronic transfer of funds.

Section 6.2 Closing Deliverables of the Seller. At or prior to the Closing, Seller shall deliver to Buyer any of the following if requested by Buyer: (i) a bill of sale and assignment and assumption agreement substantially in the form attached hereto as Exhibit B (the "**Bill of Sale and Assignment and Assumption Agreement**"), duly executed by the Seller, effecting the transfer and assignment to, and assumption by, the Buyer of the Purchased Accounts; and (ii) such other customary instruments of transfer, assumption, filings, or documents, in form and substance reasonably satisfactory to the Buyer, as may be required to give effect to this Agreement.

Section 6.3 Closing Deliverables of the Buyer. At or prior to the Closing, the Seller shall have received the following: (i) the Upfront Cash Payment; and (ii) if requested pursuant to Section 6.2, the Bill of Sale and Assignment and Assumption Agreement, duly executed by the Buyer.

Section 6.4 Indemnification by the Seller. Subject to the limitations set forth in this Article 6, the Seller agrees to indemnify and hold harmless the Buyer, including its shareholders, members, directors, managers, officers, employees, Affiliates, and agents (each, a "**Buyer Indemnified Party**" and, collectively, the "**Buyer Indemnified Parties**"), against all claims, losses, Liabilities, damages, deficiencies, diminutions in value, costs, interest, awards, judgments, penalties, and expenses, including reasonable out-of-pocket attorneys' and consultants' fees and expenses and including any such reasonable expenses incurred in connection with investigating, defending against, or settling any of the foregoing (each, a "**Loss**" and, collectively, the "**Losses**") paid, suffered, incurred, sustained, or accrued by any Buyer Indemnified Party, directly or indirectly, as a result of,

arising out of, or in connection with: (a) any inaccuracy in, or breach of, any of the representations or warranties of the Seller contained in this Agreement, (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by the Seller pursuant to this Agreement, (c) any Excluded Asset or any Excluded Liability.

Section 6.5 Indemnification by the Buyer. Subject to the limitations set forth in this Article 6, the Buyer agrees to indemnify and hold harmless the Seller, including its Affiliates and agents (each, a “**Seller Indemnified Party**” and, collectively, the “**Seller Indemnified Parties**”), against all Losses paid, suffered, incurred, sustained, or accrued by any Seller Indemnified Party, directly or indirectly, as a result of, arising out of, or in connection with: (a) any inaccuracy in, or breach of, any of the representations or warranties of the Buyer contained in this Agreement; (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by the Buyer pursuant to this Agreement; (c) any event or occurrence related to the Purchased Accounts or Buyer occurring after the Closing; or (d) resulting from any omissions or misstatements made by Buyer to investors or potential investors.

Section 6.6 Indemnification Procedures.

(a) No Restraints. Promptly following receipt by an Indemnified Party of notice by a Third Party (including any Governmental Body) of any complaint, dispute, or claim or the commencement of any audit, investigation, Action or proceeding with respect to which such Indemnified Party may be entitled to indemnification pursuant hereto (a “**Third-party Claim**”), such Indemnified Party shall provide written notice thereof to the Indemnifying Party, provided, however, that the failure to so notify the Indemnifying Party shall relieve the Indemnifying Party from Liability hereunder with respect to such Third-party Claim only if, and only to the extent that, such failure to so notify the Indemnifying Party results in the forfeiture by the Indemnifying Party of rights and defenses otherwise available to the Indemnifying Party with respect to such Third-party Claim. The Indemnifying Party shall have the right, upon written notice delivered to the Indemnified Party within twenty days thereafter assuming full responsibility for any Losses resulting from such Third-party Claim, to assume the defense of such Third-party Claim, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the fees and disbursements of such counsel; provided, however, if the Indemnifying Party declines or fails to assume the defense of such Third-party Claim on the terms provided above or to employ counsel reasonably satisfactory to the Indemnified Party, in either case within such twenty day period, then any Losses shall include the reasonable fees and disbursements of counsel for the Indemnified Party as incurred. In any Third-party Claim for which indemnification is being sought hereunder the Indemnified Party or the Indemnifying Party, whichever is not assuming the defense of such Third-party Claim, shall have the right to participate in such matter and to retain its own counsel at such Party’s own expense. The Indemnifying Party or the Indemnified Party (as the case may be) shall at all times use reasonable efforts to keep the Indemnifying Party or Indemnified Party (as the case may be) reasonably apprised of the status of the defense of any matter, the defense of which it is maintaining, and to cooperate in good faith with each other with respect to the defense of any such matter.

(b) No Indemnified Party may settle or compromise any Third-party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder without the prior written consent of the Indemnifying Party (which may not be unreasonably withheld or delayed), unless (i) the Indemnifying Party fails to assume and maintain the defense of such Third-party Claim or (ii) such settlement, compromise, or consent includes an unconditional release of the Indemnifying Party and its officers, directors, employees and Affiliates from all Liability arising out of, or related to, such Third-party Claim. An Indemnifying Party may not, without the prior written consent of the Indemnified Party, settle or compromise any Third-party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless such settlement, compromise, or consent (A) includes an unconditional release of the Indemnified Party and its officers, directors, employees, and Affiliates from all Liability arising out of, or related to, such Third-party

Claim, (B) does not contain any admission or statement suggesting any wrongdoing or Liability on behalf of the Indemnified Party, and (C) does not contain any equitable order, judgment, or term that in any manner affects, restrains, or interferes with the business of the Indemnified Party or any of the Indemnified Party's Affiliates.

(c) If an Indemnified Party claims a right to payment pursuant hereto with respect to any matter not involving a Third-party Claim (a "**Direct Claim**"), such Indemnified Party shall send written notice of such claim to the appropriate Indemnifying Party (each, a "**Notice of Claim**"). Such Notice of Claim shall specify the basis for such Direct Claim. The failure by any Indemnified Party so to notify the Indemnifying Party shall not relieve the Indemnifying Party from any Liability that it may have to such Indemnified Party with respect to any Direct Claim made pursuant to this Section 6.6(c). If the Indemnifying Party does not notify the Indemnified Party within thirty days following its receipt of such Notice of Claim that the Indemnifying Party disputes its Liability to the Indemnified Party under this Article 6 or the amount thereof, the Direct Claim specified by the Indemnified Party in such Notice of Claim shall be conclusively deemed a Liability of the Indemnifying Party under this Article 6, and the Indemnifying Party shall pay the amount of such Liability to the Indemnified Party on demand or, in the case of any Notice of Claim in which the amount of the Direct Claim (or any portion of the Direct Claim) is estimated, on such later date when the amount of such Direct Claim (or such portion of such Direct Claim) becomes finally determined. In the event that the Indemnifying Party has timely disputed its Liability with respect to such Direct Claim as provided above, as promptly as possible, such Indemnified Party and the appropriate Indemnifying Party shall establish the merits and amount of such Direct Claim (by mutual agreement, litigation, arbitration or otherwise) and, within five business days following the final determination of the merits and amount of such Direct Claim, the Indemnifying Party shall pay to the Indemnified Party an amount equal to such Direct Claim as determined hereunder.

ARTICLE 7. MISCELLANEOUS

Section 7.1 Entire Agreement; Amendment. This Agreement and the Transaction Agreements (including the exhibits hereto and thereto and the documents referred to therein) constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof. This Agreement may be amended with the written consent of each of the Parties or any successor thereto by execution of an instrument in writing.

Section 7.2 Waivers. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. To the maximum extent permitted by applicable Law: (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Parties; (b) no waiver that may be given by a Party will be applicable except in the specific instance for what it is given; and (c) no notice to, or demand on, one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the Transaction Agreements.

Section 7.3 Notices. All notices and other communications required or permitted hereunder shall be made to the address of a Party listed on the signature page to this Agreement and shall be (a) in writing, (b) effective when given, and (c), in any event, deemed to be given upon receipt or, if earlier: (i) upon delivery, if delivered by hand; (ii) two business days after deposit with FedEx Express or similar recognized international overnight courier service, freight prepaid; or (iii) one business day after facsimile or electronic mail transmission. A Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties advance written notice pursuant to the provisions above.

Section 7.4 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties named herein and their respective successors and permitted assigns. Neither this Agreement nor any rights or obligations of a Party hereunder shall be assigned by a Party (unless to an Affiliate of such Party) without the prior written consent of the other Parties. This Agreement will be binding upon any permitted assignee of any Party. No assignment shall have the effect of relieving any Party to this Agreement of any of its obligations hereunder.

Section 7.5 Public Disclosure. Except as may be required by Law, the Seller shall not issue any statement or communication to any Third Party (other than its respective agents) regarding the subject matter of this Agreement or the transactions contemplated hereby, including, if applicable, the termination of this Agreement and the reasons therefor, without the prior written consent of the Buyer.

Section 7.6 Expenses and Fees. Whether or not the Closing occurs, all fees and expenses incurred in connection with this transactions contemplated by this Agreement, including all legal, accounting, financial advisory, consulting and all other fees and expenses of Third Parties incurred by a Party in connection with the negotiation and effectuation of the terms and conditions of this Agreement and the transactions contemplated hereby, shall be the obligation of the respective Party incurring such fees and expenses.

Section 7.7 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement was not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled hereunder, at Law or in equity.

Section 7.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 7.9 Governing Law. This Agreement shall, in all respects, be construed in accordance with, and governed by, the Laws of the State of California without regard to conflict of Laws principles.

Section 7.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Section 7.11 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

BUYER:

The Litigation Practice Group P.C.

DocuSigned by:
By: Daniel S March
9D494DB1993341E...
Name: Daniel S March
Title: Managing Shareholder

SELLER:

Debt Relief Group

DocuSigned by:
By: [Signature]
3ECDD8C6C1774C9...
Name: William Burns
Title: CEO

APPROVAL OF ASSIGNMENT AND GUARANTEE

The assignment of the Purchased Accounts set forth in this Agreement as well as the guarantee included therein is hereby approved, and with respect to the Purchased Accounts, the Buyer shall have all rights of Buyer as set forth in this agreement.

The Litigation Practice Group P.C.

DocuSigned by:
By: Daniel S March
9D494DB1993341E...
Name: Daniel S. March
Title: Managing Shareholder

EXHIBIT A

DEFINITIONS

As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

(a) **"Action"** shall mean any civil, criminal, or administrative action, claim, suit, demand, charge, citation, reexamination, opposition, interference, decree, injunction, mediation, hearing, notice of violation, demand letter, litigation, proceeding, labor dispute, arbitral action, governmental or other audit, inquiry, criminal prosecution, investigation, unfair labor practice charge, or complaint.

(b) **"Agreement"** shall have the meaning set forth in the preamble to this Agreement.

(c) **"Agreement Date"** shall have the meaning set forth in the preamble to this Agreement.

(d) **"Affiliate"** shall mean (i) with respect to any non-natural Person, any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person and (ii), with respect to any individual, (A) family members of such individual, by blood, adoption, or marriage, (B) such individual's spouse or ex-spouse and (C) any Person that is directly or indirectly under the control of any of the foregoing individuals. For purposes of this definition, "control" (including with correlative meanings, the terms "controlling," "controlled by," and under "common control with") means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

(e) **"Bill of Sale and Assignment and Assumption Agreement"** shall have the meaning set forth in Section 6.2.

(f) **"Business"** shall mean the business of the Seller as conducted on the Agreement Date.

(g) **"Buyer"** shall have the meaning set forth in the preamble to this Agreement.

(h) **"Buyer Indemnified Parties"** shall have the meaning set forth in Section 6.4.

(i) **"Closing"** shall have the meaning set forth in Section 6.1.

(j) **"Closing Date"** shall have the meaning set forth in Section 6.1.

(k) **"Direct Claim"** shall have the meaning set forth in Section 6.6(c).

(l) **"Excluded Assets"** shall have the meaning set forth in Section 2.1.

(m) **"Excluded Liabilities"** shall have the meaning set forth in Section 2.2.

(n) **"Governmental Body"** shall mean any: (i) nation, province, state, county, city, town, village, district, or other jurisdiction of any nature; (ii) federal, provincial, state, local, municipal, foreign, or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

(o) **"Indebtedness"** means, without duplication and with respect to the Seller, all: (i) indebtedness for borrowed money; (ii) obligations for the deferred purchase price of property or services, (iii) long or short-term obligations evidenced by notes, bonds, debentures or other similar instruments; (iv) obligations under any interest rate, currency swap, or other hedging agreement or arrangement; (v) capital lease obligations; (vi) reimbursement obligations under any letter of credit, banker's acceptance or similar credit transactions; (vii) guarantees made by the Seller on behalf of any third party in respect of obligations of the kind referred to in the foregoing clauses (i) through (vi); and (viii) any unpaid interest, prepayment penalties, premiums, costs and fees that would arise or become due as a result of the prepayment of any of the obligations referred to in the foregoing clauses (i) through (vii).

(p) **"Indemnified Party"** shall mean a Buyer Indemnified Party or a Seller Indemnified Party, as the case may be, making a claim for indemnification under Article 6.

(q) **"Indemnifying Party"** shall mean a Party against whom a claim for indemnification is asserted under Article 6.

(r) **"Knowledge"** shall mean, with respect to the Seller, the actual or constructive knowledge of all facts relevant to this transaction and the transacting parties, after due inquiry.

(s) **"Law"** shall mean any law, statute, ordinance, regulation, rule, code, notice requirement, court decision, or agency guideline, of any foreign, federal, state, or local Governmental Body.

(t) **"Liabilities"** shall mean any direct or indirect liability, Indebtedness, obligation, commitment, expense, claim, deficiency, guaranty, or endorsement of, or by, any Person of any type, known or unknown, and whether accrued, absolute, contingent, matured, unmatured, determined or undeterminable, on- or off-balance sheet, or other.

(u) **"Lien"** shall mean any mortgage, pledge, lien, charge, claim, security interest, adverse claims of ownership or use, restrictions on transfer, defect of title, or other encumbrance of any sort.

(v) **"Losses"** shall have the meaning set forth in Section 6.4.

(w) **"Notice of Claim"** shall have the meaning set forth in Section 6.6(c).

(x) **"Organizational Documents"** shall mean, with respect to a Person, the charter, bylaws, limited liability company agreement, and other organizational documents of such Person, in each case, as amended.

(y) **"Party"** or **"Parties"** shall have the meaning set forth in the preamble to this Agreement.

(z) **"Permitted Liens"** shall mean (i) Liens for Taxes not yet delinquent or being contested in good faith by appropriate proceedings, (ii) statutory Liens (including materialmen's, warehousemen's, mechanic's, repairmen's, landlord's, and other similar Liens) arising in the ordinary course of business securing payments not yet delinquent or being contested in good faith by appropriate proceedings, and (iii) restrictive covenants, easements, and defects, imperfections or irregularities of title, if any, of a nature that do not materially and adversely affect the assets or properties subject thereto.

(aa) **"Person"** shall mean any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, Governmental Body, or other entity.

(bb) **"Purchase Price"** shall have the meaning set forth in Section 2.3.

(cc) **"Purchased Accounts"** shall have the meaning set forth in the Recitals.

(dd) **"Seller"** shall have the meaning set forth in the preamble to this Agreement.

(ee) **"Seller Indemnified Parties"** shall have the meaning set forth in Section 6.5.

(ff) **"Tax" or "Taxes"** shall mean any U.S. federal, state, local or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, escheat, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

(gg) **"Tax Returns"** means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

(hh) **"Third Party" or "Third Parties"** shall mean any Person other than the Parties or their respective Affiliates.

(ii) **"Third-party Claim"** shall have the meaning set forth in Section 6.6(a).

(jj) **"Transaction Agreements"** shall mean the Bill of Sale and Assignment and Assumption Agreement, and each other agreement, instrument, and/or certificate contemplated by this Agreement or such other agreements to be executed in connection with the transactions contemplated hereby or thereby.

(kk) **"Upfront Cash Payment"** shall have the meaning set forth in Section 2.3.

(ll) **"Wire Instructions"** shall have the meaning set forth in Section 2.3.

EXHIBIT B**FORM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”), is made by and between **Buyer**, and **Seller**. Each of the Seller and the Buyer are sometimes referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**.”

WHEREAS, the Buyer and the Seller have entered into that certain Accounts Receivable Purchase Agreement, of even date herewith (the “**Purchase Agreement**”), pursuant to which the Seller has agreed to sell, assign, transfer, and deliver to the Buyer, and the Buyer has agreed to purchase, acquire, and accept from the Seller, all right, title, and interest of the Seller in and to the Purchased Accounts, free and clear of any Liens.

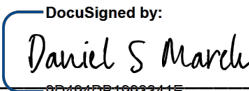
NOW, THEREFORE, in consideration of the covenants and representations set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Defined Terms.** Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Purchase Agreement.
2. **Sale of Purchased Accounts; Assignment.** The Seller hereby sells, assigns, transfers, and delivers to the Buyer, and the Buyer hereby purchases, acquires, and accepts from the Seller, all right, title, and interest of the Seller in and to the Purchased Accounts, free and clear of any Liens.
3. **Further Assurances.** Each of the Parties agrees, from time to time, at the request of the any other Party, to execute and deliver such other instruments of conveyance, power of attorney, sale, transfer, or assignment and take such other actions as such other Party may reasonably request in order to more effectively consummate the transactions contemplated by this Agreement.
4. **Terms of the Purchase Agreement.** This Agreement is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Purchased Accounts are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of page intentionally left blank.]

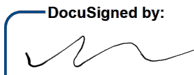
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

BUYER: The Litigation Practice Group P.C.

By:  DocuSigned by:
9D494DB1993341E...
Name: Daniel S. March
Title: Managing Shareholder

SELLER:

Debt Relief Group

By:  DocuSigned by:
3ECDD8660177409...
Name: William Burns
Title: CEO

Schedule 2.3
Wire Instructions

\$62,626.75

Account Holder Name: Debt Relief Group

Address: 1800 Old Okeechobee Rd Suite 200, West Palm Beach, FL 33409

Routing Number: [REDACTED]

Account Number: [REDACTED]

Customer I	Company	Enrolled D	Monthly P	Second Pa	Third Paym
BATLLC-63	Debt Relief	#####	320.48	320.48	320.48
BATLLC-65	Debt Relief	#####	246.76	259.24	259.24
BATLLC-65	Debt Relief	#####	252.76	252.76	252.76
BATLLC-64	Debt Relief	#####	225.49	225.49	225.49
BATLLC-63	Debt Relief	#####	422.81	422.81	422.81
BATLLC-64	Debt Relief	#####	296.51	296.51	296.51
BATLLC-64	Debt Relief	#####	325.05	325.05	325.05
BATLLC-64	Debt Relief	#####	253.33	253.33	253.33
BATLLC-63	Debt Relief	#####	366.55	366.55	366.55
BATLLC-63	Debt Relief	#####	596.28	596.28	596.28
BATLLC-64	Debt Relief	#####	559.4	559.4	559.4
BATLLC-64	Debt Relief	#####	255.47	255.47	255.47
BATLLC-64	Debt Relief	#####	304.88	304.88	304.88
BATLLC-64	Debt Relief	#####	502.9	502.9	502.9
BATLLC-65	Debt Relief	#####	252.2	252.2	252.2
BATLLC-63	Debt Relief	#####	257.35	257.35	257.35
BATLLC-64	Debt Relief	#####	360.19	360.19	360.19
BATLLC-63	Debt Relief	#####	255.8	255.8	255.8
BATLLC-64	Debt Relief	#####	272.4	272.4	272.4
BATLLC-65	Debt Relief	#####	268.43	268.43	268.43
BATLLC-64	Debt Relief	#####	287.07	287.07	287.07
BATLLC-63	Debt Relief	#####	302.75	302.75	302.75
BATLLC-64	Debt Relief	#####	301.65	301.65	301.65
BATLLC-64	Debt Relief	#####	253.15	253.15	253.15
BATLLC-63	Debt Relief	#####	253.01	253.01	253.01
BATLLC-64	Debt Relief	#####	253.24	253.24	253.24
BATLLC-64	Debt Relief	#####	324.81	349.81	324.81
BATLLC-64	Debt Relief	#####	334.25	334.25	332.3
BATLLC-64	Debt Relief	#####	314.11	314.11	314.11
BATLLC-64	Debt Relief	#####	252.19	252.19	252.19
BATLLC-64	Debt Relief	#####	256.63	256.63	256.63
BATLLC-64	Debt Relief	#####	477.52	477.52	477.52

Fourth Pay	Fifth Pay	Debt Enrol	Total Progr	Total Paym	Fee 1	State	Program Le	First Paym	Second Pay
320.48	320.48	13446	9614.4	320.48		50 IL	29 Months Cleared	Open	
259.24	259.24	4653	3616.81	246.76		49 FL	13 Months Cleared	Open	
252.76	252.76	10425	6318.88	252.76		36 UT	23 Months Returned / Cleared		
225.49	225.49	9222	5637.2	225.49		35 NC	24 Months Cleared	Open	
422.81	422.81	19586	10147.52	422.81		40 MD	23 Months Cleared	Open	
296.51	296.51	14676	9784.74	296.51		45 VA	32 Months Cleared	Open	
325.05	325.05	13720	7801.12	325.05		40 NY	23 Months Cleared	Open	
253.33	253.33	16143	9119.73	253.33		35 PA	35 Months Cleared	Open	
366.55	366.55	24315	13195.68	366.55		40 PA	35 Months Cleared	Open	
596.28	596.28	49990	23851.2	596.28		40 NJ	38 Months Cleared	Open	
559.4	559.4	27781	13425.52	559.4		40 WV	23 Months Cleared	Open	
255.47	255.47	10909	6131.27	255.47		35 FL	22 Months Cleared	Open	
304.88	304.88	23829	12195.35	304.88		35 SC	39 Months Cleared	Open	
502.9	502.9	36587	18104.48	502.9		40 PA	35 Months Cleared	Open	
252.2	252.2	7791	6052.8	252.2		48 TX	23 Months Cleared	Open	
257.35	257.35	13797	8235.04	257.35		35 NC	29 Months Open	Returned /	
360.19	360.19	42209	17288.94	360.19		30 MD	47 Months Cleared	Open	
255.8	255.8	16397	9208.63	255.8		35 OR	34 Months Cleared	Open	
272.4	272.4	12070	6537.62	272.4		35 MI	22 Months Cleared	Open	
268.43	268.43	11798	6442.42	268.43		35 TX	23 Months Cleared	Open	
287.07	287.07	54601	22965.55	287.07		35 TX	36 Months Cleared	Open	
302.75	302.75	16215	10293.59	302.75		42 PA	31 Months Returned / Cleared		
301.65	301.65	23459	12065.85	301.65		35 VA	39 Months Cleared	Open	
253.15	253.15	10190	6581.88	253.15		40 PA	25 Months Cleared	Open	
253.01	253.01	11747	8096.22	253.01		40 FL	29 Months Returned / Returned /		
253.24	253.24	13333	8610.12	253.24		40 WI	33 Months Cleared	Open	
324.81	324.81	22843	13342.21	349.81		40 FL	39 Months Returned / Cleared		
332.3	332.3	26962	13628.1	334.25		35 FL	39 Months Returned / Cleared		
314.11	314.11	24883	12564.25	314.11		35 TX	39 Months Cleared	Open	
252.19	252.19	11401	7565.81	252.19		41 MN	29 Months Cleared	Open	
256.63	256.63	12419	7955.38	256.63		40 TX	30 Months Cleared	Open	
477.52	477.52	34303	17668.4	477.52		40 SD	35 Months Returned / Cleared		

Third Paym	Fourth Pay	Fifth Paym	Sixth Paym	First Paym	Next Paym	# Drafts	Cl	Pay Freq.	Payment M	Paused
Open	Open	Open	Open	#####	#####			1 Monthly	Bank	No
Open	Open	Open	Open	#####	#####			0 Monthly	CC	No
Open	Open	Open	Open	#####	#####			0 Monthly	CC	No
Open	Open	Open	Open	#####	#####			0 Monthly	CC	No
Open	Open	Open	Open	#####	#####			0 Monthly	CC	No
Open	Open	Open	Open	#####	#####			1 Monthly	Bank	No
Open	Open	Open	Open	#####	#####			1 Monthly	Bank	No
Open	Open	Open	Open	#####	#####			1 Monthly	Bank	No
Open	Open	Open	Open	#####	#####			1 Monthly	Bank	No
Open	Open	Open	Open	#####	#####			1 Monthly	Bank	No
Open	Open	Open	Open	#####	#####			0 Monthly	CC	No
Open	Open	Open	Open	#####	#####			0 Monthly	CC	No
Open	Open	Open	Open	#####	#####			1 Monthly	Bank	No
Open	Open	Open	Open	#####	#####			0 Monthly	CC	No
Open	Open	Open	Open	#####	#####			1 Monthly	Bank	No
Cleared	Open	Open	Open	#####	#####			0 Monthly	CC	No
Open	Open	Open	Open	#####	#####			1 Monthly	Bank	No
Open	Open	Open	Open	#####	#####			0 Monthly	CC	No
Open	Open	Open	Open	#####	#####			0 Monthly	CC	No
Open	Open	Open	Open	#####	#####			0 Monthly	CC	No
Open	Open	Open	Open	#####	#####			1 Bi-Weekly	Bank	No
Open	Open	Open	Open	#####	#####			0 Monthly	CC	No
Open	Open	Open	Open	#####	#####			0 Monthly	CC	No
Open	Open	Open	Open	#####	#####			0 Monthly	CC	No
Cleared	Open	Open	Open	#####	#####			0 Monthly	CC	No
Open	Open	Open	Open	#####	#####			0 Monthly	CC	No
Open	Open	Open	Open	#####	#####			0 Monthly	CC	No
Open	Open	Open	Open	#####	#####			0 Monthly	CC	No
Open	Open	Open	Open	#####	#####			0 Monthly	CC	No
Open	Open	Open	Open	#####	#####			0 Monthly	CC	No
Open	Open	Open	Open	#####	#####			0 Monthly	CC	No
Open	Open	Open	Open	#####	#####			1 Monthly	Bank	No
Open	Open	Open	Open	#####	#####			0 Monthly	CC	No

Client Status	Payments Payment S #	NSFs	# Drafts Remaining
Active File	1 1 of 30	0	29
Active File	1 1 of 14	0	0
Educational Outreach Missed	1 1 of 25	1	0
Active File	1 1 of 25	0	0
Active File	1 1 of 24	0	0
Active File	1 1 of 33	0	32
Active File	1 1 of 24	0	23
Active File	1 1 of 36	0	35
Active File	1 1 of 36	0	35
Active File	1 1 of 40	0	39
Active File	1 1 of 24	0	0
Active File	1 1 of 24	0	0
Active File	1 1 of 40	0	39
Active File	1 1 of 36	0	0
Educational Outreach	1 1 of 24	0	23
Active File	1 1 of 32	1	0
Active File	1 1 of 48	0	47
Active File	1 1 of 36	0	0
Active File	1 1 of 24	0	0
Active File	1 1 of 24	0	0
Active File	1 1 of 80	0	79
Active File	1 1 of 34	1	0
Active File	1 1 of 40	0	0
Active File	1 1 of 26	0	0
Active File	1 1 of 32	2	0
Paused Per Legal - Payment No	1 1 of 34	0	0
Active File	1 1 of 41	1	0
Active File	1 1 of 41	1	0
Active File	1 1 of 40	0	0
Active File	1 1 of 30	0	0
Active File	1 1 of 31	0	30
Active File	1 1 of 37	1	0

EXHIBIT “3”

ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

This ACCOUNTS RECEIVABLE PURCHASE AGREEMENT (this “**Agreement**”) is made as of November 17, 2022 (the “**Agreement Date**”), by and between The Litigation Practice Group PC (collectively the “**Buyer**”), and Debt Relief Group (the “**Seller**” or “**LPG**”, and together with the Buyer, the “**Parties**”), and The Litigation Practice Group PC (“**LPG**”).

RECITALS

WHEREAS, in the regular course of business, the Seller originates account receivables from **LPG** in connection with client on-boarding services provided by the Seller to LPG and its affiliates;

WHEREAS, the account receivables represent an obligation of various clients to pay Seller for services that Seller previously provided, but which LPG shall provide from the date of execution of this Agreement;

WHEREAS, the Seller desires to sell, assign, transfer, and deliver to the Buyer, and the Buyer desires to purchase, acquire, and accept from the Seller, certain of these account receivables (the “**Purchased Accounts**”).

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.1 Certain Definitions. Certain defined terms used in this Agreement are set forth on Exhibit A.

ARTICLE 2. ASSIGNMENT AND TRANSFER AND CONSIDERATION

Section 2.1 Assignment of the Purchased Accounts to the Buyer. Upon execution of this Agreement and subject to the terms and conditions set forth herein, the Seller shall sell, assign, transfer, and deliver, and the Buyer shall purchase, acquire, and accept from the Seller, all of the Seller’s right, title, and interest in and to the Purchased Accounts set forth on the spreadsheet attached to this Agreement, free and clear of any Liens. Other than the Purchased Accounts, the Buyer shall not purchase or acquire any other assets of the Seller (collectively, the “**Excluded Assets**”).

Section 2.2 No Assumption of Liabilities. The Buyer shall not assume any Liabilities of the Seller of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereinafter created (collectively, the “**Excluded Liabilities**”).

Section 2.3 Payment of Purchase Price. Buyer shall pay \$148,979.69 (total purchase price) for the Purchased Accounts (the “**Purchase Price**”) by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth in Schedule 2.3 (the “**Wire Instructions**”). The Purchased Accounts are set forth on the attached spreadsheet.

Section 2.4 Guarantee of LPG. If any file acquired by buyer shall fail to make a first payment, LPG will replace the file and bear any cost associated with such replacement. The replacement file shall yield no less than the receivable of the failed file. In addition, if any any calendar month a total of less than 80% of files make a cleared payment, LPG shall replace any non-performing files in such month so that the performance of the file

package as a whole equals 80%. This guarantee shall continue until the completion of the 24th month following execution of this agreement.

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Buyer, as of the Agreement Date and as of the Closing Date, or, if expressly made as of a specified date, as of such specified date, as follows:

Section 3.1 Organization; Good Standing. The Seller is a Limited Liability Company duly organized, validly existing, and in good standing under the Laws of the State of Delaware and is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership or operation of the Business requires such qualification, except where the failure to be so qualified would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, results of operations, financial condition, or assets of the Seller.

Section 3.2 Power and Authority. The Seller has all requisite right, power, and authority to execute, deliver, and perform this Agreement and the Transaction Agreements to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Agreements by the Seller, and the consummation by the Seller of the transactions contemplated hereby and thereby, have been duly approved by the Seller, and no further action is required on the part of the Seller to authorize this Agreement, any Transaction Agreement to which it is a party, or the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Agreements will be, duly and validly executed and delivered by the Seller and, assuming the due and valid authorization, execution, and delivery of this Agreement by the other Parties, and of each such Transaction Agreement by the other parties thereto, constitutes, or will constitute, a valid and binding obligation of the Seller, enforceable against it in accordance with its terms and conditions, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other Laws affecting enforcement of creditor's rights generally and except insofar as the availability of equitable remedies may be limited by applicable Law.

Section 3.3 Title to, and Sufficiency of, the Purchased Accounts. The Seller has and shall convey to the Buyer, at the Closing, good, valid, transferable, and marketable title to, or valid leasehold interests in, all of the Purchased Accounts, free and clear of all Liens.

Section 3.4 Consents. The Seller is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of, any Governmental Body or Third Party, including a party to any assigned contract, in connection with the execution, delivery, and performance by the Seller of this Agreement or any of the Transaction Agreements to which it is a party or the consummation of the transactions contemplated hereby and thereby.

Section 3.5 No Conflicts. The execution and delivery by the Seller of this Agreement and each of the Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, will not conflict with, result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to an additional payment obligation, a right of termination, cancellation, modification, or acceleration of any obligation, or loss of any benefit, under: (a) any provision of the Organizational Documents of the Seller; (b) any contract to which the Seller is party, including, without limitation, any assigned contract; or (c) any Law or order applicable to the Seller or any of the Purchased Accounts.

Section 3.6 Compliance with Laws. The Seller has materially complied, and is now materially complying, with all Laws applicable to the ownership and use of the Purchased Accounts.

Section 3.7 Legal Proceedings. There is no Action of any nature pending or, to the Knowledge of the Seller, threatened against or by the Seller: (a) relating to or affecting the Purchased Accounts or (b) that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement and the Transaction Agreements. No event has occurred or circumstance exists that may give rise to, or serve as a basis for, any such Action.

Section 3.8 Condition of Purchased Accounts. Each Purchased Account shall have received no less than one processed payment.

Section 3.9 Confidentiality. Seller agrees and acknowledges that all Purchased Accounts, the pricing, and all terms set forth in this Agreement are confidential (together, the "**Confidential Information**"). Seller will at all times keep the Confidential Information in confidence and trust. Seller will not, without the prior written consent of an authorized officer of Buyer, (A) copy, use or disclose any Confidential Information, (B) deliver or disclose any Confidential Information to any person or entity outside the Buyer, or (C) use the Confidential Information for Seller's own use or use it to the detriment of Buyer. Notwithstanding the foregoing, Seller may, without consent, use the Confidential Information and disclose and deliver same to Seller's employees or agents, if applicable, who have a need to know, provided such employees or agents have entered into written agreements approved by Buyer and containing provisions at least as restrictive as these provisions. Seller agrees that violation of this Section 3.9. The Parties agree that the disclosure of the Confidential Information in violation of this Agreement may cause the Buyer irreparable harm and that any breach or threatened breach by the Seller entitles Buyer to seek injunctive relief, in addition to any other legal or equitable remedies available to it, in any court of competent jurisdiction.

ARTICLE 4.

REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller, as of the Agreement Date and as of the Closing Date, or, if expressly made as of a specified date, as of such specified date, as follows:

Section 4.1 Organization; Good Standing. The Buyer is a limited liability company, duly organized, validly existing, and in good standing under the Laws of the State of Florida.

Section 4.2 Power and Authority. The Buyer has all requisite right, power, and authority to execute, deliver, and perform this Agreement and the Transaction Agreements to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Agreements by the Buyer, and the consummation by the Buyer of the transactions contemplated hereby and thereby, have been duly approved by the Buyer, and no further action is required on the part of the Buyer to authorize this Agreement, any Transaction Agreement to which it is a party, or the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Agreements will be, duly and validly executed and delivered by the Buyer and, assuming the due and valid authorization, execution, and delivery of this Agreement by the other Parties, and of each such Transaction Agreement by the other parties thereto, constitutes, or will constitute, a valid and binding obligation of the Buyer, enforceable against it in accordance with its terms and conditions, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Laws affecting enforcement of creditor's rights generally and except insofar as the availability of equitable remedies may be limited by applicable Law.

Section 4.3 No Conflicts. The execution and delivery by the Buyer of this Agreement and each of the Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, will not conflict with, result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to an additional payment obligation, a right of termination, cancellation, modification, or acceleration of, any obligation, or loss of any benefit under: (a) any provision of the Buyer's Organizational Documents; (b) any contract to which the Buyer is party, other than the Buyer Representation Agreement; or (c) any Law applicable to the Buyer.

Section 4.4 Sufficient Funds. The Buyer has, and will have, sufficient funds available to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement and the Transaction Agreements.

ARTICLE 5. COVENANTS

Section 5.1 Appropriate Actions.

(a) General. Each of the Parties shall use commercially reasonable efforts to take all actions necessary to consummate the transactions contemplated by this Agreement as soon as reasonably practicable after the execution of this Agreement, including taking all actions necessary to comply promptly with all applicable Laws that may be imposed on it or any of its Affiliates with respect to the Closing.

ARTICLE 6. CLOSING

Section 6.1 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") will take place upon the execution and delivery of this Agreement or at such other time, date, and place as the Parties may agree in writing. The date on which the Closing occurs is hereinafter referred to as the "**Closing Date**." The Parties agree that the Closing may take place by the electronic exchange of executed counterpart documents and the electronic transfer of funds.

Section 6.2 Closing Deliverables of the Seller. At or prior to the Closing, Seller shall deliver to Buyer any of the following if requested by Buyer: (i) a bill of sale and assignment and assumption agreement substantially in the form attached hereto as **Exhibit B** (the "**Bill of Sale and Assignment and Assumption Agreement**"), duly executed by the Seller, effecting the transfer and assignment to, and assumption by, the Buyer of the Purchased Accounts; and (ii) such other customary instruments of transfer, assumption, filings, or documents, in form and substance reasonably satisfactory to the Buyer, as may be required to give effect to this Agreement.

Section 6.3 Closing Deliverables of the Buyer. At or prior to the Closing, the Seller shall have received the following: (i) the Upfront Cash Payment; and (ii) if requested pursuant to Section 6.2, the Bill of Sale and Assignment and Assumption Agreement, duly executed by the Buyer.

Section 6.4 Indemnification by the Seller. Subject to the limitations set forth in this Article 6, the Seller agrees to indemnify and hold harmless the Buyer, including its shareholders, members, directors, managers, officers, employees, Affiliates, and agents (each, a "**Buyer Indemnified Party**" and, collectively, the "**Buyer Indemnified Parties**"), against all claims, losses, Liabilities, damages, deficiencies, diminutions in value, costs, interest, awards, judgments, penalties, and expenses, including reasonable out-of-pocket attorneys' and consultants' fees and expenses and including any such reasonable expenses incurred in connection with investigating, defending against, or settling any of the foregoing (each, a "**Loss**" and, collectively, the "**Losses**") paid, suffered, incurred, sustained, or accrued by any Buyer Indemnified Party, directly or indirectly, as a result of,

arising out of, or in connection with: (a) any inaccuracy in, or breach of, any of the representations or warranties of the Seller contained in this Agreement, (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by the Seller pursuant to this Agreement, (c) any Excluded Asset or any Excluded Liability.

Section 6.5 Indemnification by the Buyer. Subject to the limitations set forth in this Article 6, the Buyer agrees to indemnify and hold harmless the Seller, including its Affiliates and agents (each, a “**Seller Indemnified Party**” and, collectively, the “**Seller Indemnified Parties**”), against all Losses paid, suffered, incurred, sustained, or accrued by any Seller Indemnified Party, directly or indirectly, as a result of, arising out of, or in connection with: (a) any inaccuracy in, or breach of, any of the representations or warranties of the Buyer contained in this Agreement; (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by the Buyer pursuant to this Agreement; (c) any event or occurrence related to the Purchased Accounts or Buyer occurring after the Closing; or (d) resulting from any omissions or misstatements made by Buyer to investors or potential investors.

Section 6.6 Indemnification Procedures.

(a) No Restraints. Promptly following receipt by an Indemnified Party of notice by a Third Party (including any Governmental Body) of any complaint, dispute, or claim or the commencement of any audit, investigation, Action or proceeding with respect to which such Indemnified Party may be entitled to indemnification pursuant hereto (a “**Third-party Claim**”), such Indemnified Party shall provide written notice thereof to the Indemnifying Party, provided, however, that the failure to so notify the Indemnifying Party shall relieve the Indemnifying Party from Liability hereunder with respect to such Third-party Claim only if, and only to the extent that, such failure to so notify the Indemnifying Party results in the forfeiture by the Indemnifying Party of rights and defenses otherwise available to the Indemnifying Party with respect to such Third-party Claim. The Indemnifying Party shall have the right, upon written notice delivered to the Indemnified Party within twenty days thereafter assuming full responsibility for any Losses resulting from such Third-party Claim, to assume the defense of such Third-party Claim, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the fees and disbursements of such counsel; provided, however, if the Indemnifying Party declines or fails to assume the defense of such Third-party Claim on the terms provided above or to employ counsel reasonably satisfactory to the Indemnified Party, in either case within such twenty day period, then any Losses shall include the reasonable fees and disbursements of counsel for the Indemnified Party as incurred. In any Third-party Claim for which indemnification is being sought hereunder the Indemnified Party or the Indemnifying Party, whichever is not assuming the defense of such Third-party Claim, shall have the right to participate in such matter and to retain its own counsel at such Party’s own expense. The Indemnifying Party or the Indemnified Party (as the case may be) shall at all times use reasonable efforts to keep the Indemnifying Party or Indemnified Party (as the case may be) reasonably apprised of the status of the defense of any matter, the defense of which it is maintaining, and to cooperate in good faith with each other with respect to the defense of any such matter.

(b) No Indemnified Party may settle or compromise any Third-party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder without the prior written consent of the Indemnifying Party (which may not be unreasonably withheld or delayed), unless (i) the Indemnifying Party fails to assume and maintain the defense of such Third-party Claim or (ii) such settlement, compromise, or consent includes an unconditional release of the Indemnifying Party and its officers, directors, employees and Affiliates from all Liability arising out of, or related to, such Third-party Claim. An Indemnifying Party may not, without the prior written consent of the Indemnified Party, settle or compromise any Third-party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless such settlement, compromise, or consent (A) includes an unconditional release of the Indemnified Party and its officers, directors, employees, and Affiliates from all Liability arising out of, or related to, such Third-party

Claim, (B) does not contain any admission or statement suggesting any wrongdoing or Liability on behalf of the Indemnified Party, and (C) does not contain any equitable order, judgment, or term that in any manner affects, restrains, or interferes with the business of the Indemnified Party or any of the Indemnified Party's Affiliates.

(c) If an Indemnified Party claims a right to payment pursuant hereto with respect to any matter not involving a Third-party Claim (a "**Direct Claim**"), such Indemnified Party shall send written notice of such claim to the appropriate Indemnifying Party (each, a "**Notice of Claim**"). Such Notice of Claim shall specify the basis for such Direct Claim. The failure by any Indemnified Party so to notify the Indemnifying Party shall not relieve the Indemnifying Party from any Liability that it may have to such Indemnified Party with respect to any Direct Claim made pursuant to this Section 6.6(c). If the Indemnifying Party does not notify the Indemnified Party within thirty days following its receipt of such Notice of Claim that the Indemnifying Party disputes its Liability to the Indemnified Party under this Article 6 or the amount thereof, the Direct Claim specified by the Indemnified Party in such Notice of Claim shall be conclusively deemed a Liability of the Indemnifying Party under this Article 6, and the Indemnifying Party shall pay the amount of such Liability to the Indemnified Party on demand or, in the case of any Notice of Claim in which the amount of the Direct Claim (or any portion of the Direct Claim) is estimated, on such later date when the amount of such Direct Claim (or such portion of such Direct Claim) becomes finally determined. In the event that the Indemnifying Party has timely disputed its Liability with respect to such Direct Claim as provided above, as promptly as possible, such Indemnified Party and the appropriate Indemnifying Party shall establish the merits and amount of such Direct Claim (by mutual agreement, litigation, arbitration or otherwise) and, within five business days following the final determination of the merits and amount of such Direct Claim, the Indemnifying Party shall pay to the Indemnified Party an amount equal to such Direct Claim as determined hereunder.

ARTICLE 7.

MISCELLANEOUS

Section 7.1 Entire Agreement; Amendment. This Agreement and the Transaction Agreements (including the exhibits hereto and thereto and the documents referred to therein) constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof. This Agreement may be amended with the written consent of each of the Parties or any successor thereto by execution of an instrument in writing.

Section 7.2 Waivers. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. To the maximum extent permitted by applicable Law: (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Parties; (b) no waiver that may be given by a Party will be applicable except in the specific instance for what it is given; and (c) no notice to, or demand on, one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the Transaction Agreements.

Section 7.3 Notices. All notices and other communications required or permitted hereunder shall be made to the address of a Party listed on the signature page to this Agreement and shall be (a) in writing, (b) effective when given, and (c), in any event, deemed to be given upon receipt or, if earlier: (i) upon delivery, if delivered by hand; (ii) two business days after deposit with FedEx Express or similar recognized international overnight courier service, freight prepaid; or (iii) one business day after facsimile or electronic mail transmission. A Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties advance written notice pursuant to the provisions above.

Section 7.4 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties named herein and their respective successors and permitted assigns. Neither this Agreement nor any rights or obligations of a Party hereunder shall be assigned by a Party (unless to an Affiliate of such Party) without the prior written consent of the other Parties. This Agreement will be binding upon any permitted assignee of any Party. No assignment shall have the effect of relieving any Party to this Agreement of any of its obligations hereunder.

Section 7.5 Public Disclosure. Except as may be required by Law, the Seller shall not issue any statement or communication to any Third Party (other than its respective agents) regarding the subject matter of this Agreement or the transactions contemplated hereby, including, if applicable, the termination of this Agreement and the reasons therefor, without the prior written consent of the Buyer.

Section 7.6 Expenses and Fees. Whether or not the Closing occurs, all fees and expenses incurred in connection with this transactions contemplated by this Agreement, including all legal, accounting, financial advisory, consulting and all other fees and expenses of Third Parties incurred by a Party in connection with the negotiation and effectuation of the terms and conditions of this Agreement and the transactions contemplated hereby, shall be the obligation of the respective Party incurring such fees and expenses.

Section 7.7 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement was not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled hereunder, at Law or in equity.

Section 7.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 7.9 Governing Law. This Agreement shall, in all respects, be construed in accordance with, and governed by, the Laws of the State of California without regard to conflict of Laws principles.

Section 7.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Section 7.11 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

BUYER:

The Litigation Practice Group P.C.

DocuSigned by:
Daniel S March
By: _____
9D404DB1003344E...
Name: Daniel S March
Title: Managing Shareholder

SELLER:

Debt Relief Group

DocuSigned by:
Billy Burns
By: _____
3EC0B0C0C177409...
Name: William Burns
Title: CEO

APPROVAL OF ASSIGNMENT AND GUARANTEE

The assignment of the Purchased Accounts set forth in this Agreement as well as the guarantee included therein is hereby approved, and with respect to the Purchased Accounts, the Buyer shall have all rights of Buyer as set forth in this agreement.

The Litigation Practice Group P.C.

DocuSigned by:
Daniel S March
By: _____
9D404DB1003344E...
Name: Daniel S. March
Title: Managing Shareholder

EXHIBIT A

DEFINITIONS

As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

(a) **"Action"** shall mean any civil, criminal, or administrative action, claim, suit, demand, charge, citation, reexamination, opposition, interference, decree, injunction, mediation, hearing, notice of violation, demand letter, litigation, proceeding, labor dispute, arbitral action, governmental or other audit, inquiry, criminal prosecution, investigation, unfair labor practice charge, or complaint.

(b) **"Agreement"** shall have the meaning set forth in the preamble to this Agreement.

(c) **"Agreement Date"** shall have the meaning set forth in the preamble to this Agreement.

(d) **"Affiliate"** shall mean (i) with respect to any non-natural Person, any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person and (ii), with respect to any individual, (A) family members of such individual, by blood, adoption, or marriage, (B) such individual's spouse or ex-spouse and (C) any Person that is directly or indirectly under the control of any of the foregoing individuals. For purposes of this definition, "control" (including with correlative meanings, the terms "controlling," "controlled by," and under "common control with") means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

(e) **"Bill of Sale and Assignment and Assumption Agreement"** shall have the meaning set forth in Section 6.2.

(f) **"Business"** shall mean the business of the Seller as conducted on the Agreement Date.

(g) **"Buyer"** shall have the meaning set forth in the preamble to this Agreement.

(h) **"Buyer Indemnified Parties"** shall have the meaning set forth in Section 6.4.

(i) **"Closing"** shall have the meaning set forth in Section 6.1.

(j) **"Closing Date"** shall have the meaning set forth in Section 6.1.

(k) **"Direct Claim"** shall have the meaning set forth in Section 6.6(c).

(l) **"Excluded Assets"** shall have the meaning set forth in Section 2.1.

(m) **"Excluded Liabilities"** shall have the meaning set forth in Section 2.2.

(n) **"Governmental Body"** shall mean any: (i) nation, province, state, county, city, town, village, district, or other jurisdiction of any nature; (ii) federal, provincial, state, local, municipal, foreign, or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

(o) **"Indebtedness"** means, without duplication and with respect to the Seller, all: (i) indebtedness for borrowed money; (ii) obligations for the deferred purchase price of property or services; (iii) long or short-term obligations evidenced by notes, bonds, debentures or other similar instruments; (iv) obligations under any interest rate, currency swap, or other hedging agreement or arrangement; (v) capital lease obligations; (vi) reimbursement obligations under any letter of credit, banker's acceptance or similar credit transactions; (vii) guarantees made by the Seller on behalf of any third party in respect of obligations of the kind referred to in the foregoing clauses (i) through (vi); and (viii) any unpaid interest, prepayment penalties, premiums, costs and fees that would arise or become due as a result of the prepayment of any of the obligations referred to in the foregoing clauses (i) through (vii).

(p) **"Indemnified Party"** shall mean a Buyer Indemnified Party or a Seller Indemnified Party, as the case may be, making a claim for indemnification under Article 6.

(q) **"Indemnifying Party"** shall mean a Party against whom a claim for indemnification is asserted under Article 6.

(r) **"Knowledge"** shall mean, with respect to the Seller, the actual or constructive knowledge of all facts relevant to this transaction and the transacting parties, after due inquiry.

(s) **"Law"** shall mean any law, statute, ordinance, regulation, rule, code, notice requirement, court decision, or agency guideline, of any foreign, federal, state, or local Governmental Body.

(t) **"Liabilities"** shall mean any direct or indirect liability, Indebtedness, obligation, commitment, expense, claim, deficiency, guaranty, or endorsement of, or by, any Person of any type, known or unknown, and whether accrued, absolute, contingent, matured, unmatured, determined or undeterminable, on- or off-balance sheet, or other.

(u) **"Lien"** shall mean any mortgage, pledge, lien, charge, claim, security interest, adverse claims of ownership or use, restrictions on transfer, defect of title, or other encumbrance of any sort.

(v) **"Losses"** shall have the meaning set forth in Section 6.4.

(w) **"Notice of Claim"** shall have the meaning set forth in Section 6.6(c).

(x) **"Organizational Documents"** shall mean, with respect to a Person, the charter, bylaws, limited liability company agreement, and other organizational documents of such Person, in each case, as amended.

(y) **"Party"** or **"Parties"** shall have the meaning set forth in the preamble to this Agreement.

(z) **"Permitted Liens"** shall mean (i) Liens for Taxes not yet delinquent or being contested in good faith by appropriate proceedings, (ii) statutory Liens (including materialmen's, warehousemen's, mechanic's, repairmen's, landlord's, and other similar Liens) arising in the ordinary course of business securing payments not yet delinquent or being contested in good faith by appropriate proceedings, and (iii) restrictive covenants, easements, and defects, imperfections or irregularities of title, if any, of a nature that do not materially and adversely affect the assets or properties subject thereto.

(aa) **"Person"** shall mean any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, Governmental Body, or other entity.

(bb) **"Purchase Price"** shall have the meaning set forth in Section 2.3.

(cc) **"Purchased Accounts"** shall have the meaning set forth in the Recitals.

(dd) **"Seller"** shall have the meaning set forth in the preamble to this Agreement.

(ee) **"Seller Indemnified Parties"** shall have the meaning set forth in Section 6.5.

(ff) **"Tax" or "Taxes"** shall mean any U.S. federal, state, local or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, escheat, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

(gg) **"Tax Returns"** means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

(hh) **"Third Party" or "Third Parties"** shall mean any Person other than the Parties or their respective Affiliates.

(ii) **"Third-party Claim"** shall have the meaning set forth in Section 6.6(a).

(jj) **"Transaction Agreements"** shall mean the Bill of Sale and Assignment and Assumption Agreement, and each other agreement, instrument, and/or certificate contemplated by this Agreement or such other agreements to be executed in connection with the transactions contemplated hereby or thereby.

(kk) **"Upfront Cash Payment"** shall have the meaning set forth in Section 2.3.

(ll) **"Wire Instructions"** shall have the meaning set forth in Section 2.3.

EXHIBIT B**FORM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”), is made by and between **Buyer**, and **Seller**. Each of the Seller and the Buyer are sometimes referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**.”

WHEREAS, the Buyer and the Seller have entered into that certain Accounts Receivable Purchase Agreement, of even date herewith (the “**Purchase Agreement**”), pursuant to which the Seller has agreed to sell, assign, transfer, and deliver to the Buyer, and the Buyer has agreed to purchase, acquire, and accept from the Seller, all right, title, and interest of the Seller in and to the Purchased Accounts, free and clear of any Liens.

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Defined Terms.** Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Purchase Agreement.
2. **Sale of Purchased Accounts; Assignment.** The Seller hereby sells, assigns, transfers, and delivers to the Buyer, and the Buyer hereby purchases, acquires, and accepts from the Seller, all right, title, and interest of the Seller in and to the Purchased Accounts, free and clear of any Liens.
3. **Further Assurances.** Each of the Parties agrees, from time to time, at the request of the any other Party, to execute and deliver such other instruments of conveyance, power of attorney, sale, transfer, or assignment and take such other actions as such other Party may reasonably request in order to more effectively consummate the transactions contemplated by this Agreement.
4. **Terms of the Purchase Agreement.** This Agreement is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Purchased Accounts are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

BUYER: The Litigation Practice Group P.C.

DocuSigned by:
By: Daniel S March
9D494DB1993341E...
Name: Daniel S. March
Title: Managing Shareholder

SELLER:

Debt Relief Group

DocuSigned by:
By: Billy Burns
3ECDD8C8C1774C9...
Name: William Burns
Title: CEO

Schedule 2.3
Wire Instructions

\$148,979.69

Account Holder Name: Debt Relief Group

Address: 1800 Old Okeechobee Rd Suite 200, West Palm Beach, FL 33409

Routing Number: [REDACTED]

Account Number: [REDACTED]

Full Name	Customer I	Company	Assigned T	Enrolled D	Monthly P	Second Pay	Third Pay	Fourth Pay	Fifth Pay
		BATLLC-64	Debt Relief	#####	250.68	250.68	250.68	250.68	250.68
		BATLLC-63	Debt Relief	#####	300.79	300.79	300.79	300.79	300.79
		BATLLC-63	Debt Relief	#####	256.42	256.42	256.42	256.42	256.42
		BATLLC-63	Debt Relief	#####	450.01	450.01	450.01	450.01	450.01
		BATLLC-64	Debt Relief	#####	302.16	302.16	302.16	302.16	302.16
		BATLLC-64	Debt Relief	#####	252.86	252.86	252.86	252.86	252.86
		BATLLC-64	Debt Relief	#####	359.8	359.8	359.8	359.8	359.8
		BATLLC-64	Debt Relief	#####	252.73	252.73	252.73	252.73	252.73
		BATLLC-64	Debt Relief	#####	252.64	252.64	252.64	252.64	252.64
		BATLLC-64	Debt Relief	#####	387.49	387.49	387.49	387.49	387.49
		BATLLC-64	Debt Relief	#####	286.04	286.04	286.04	286.04	286.04
		BATLLC-64	Debt Relief	#####	293.38	293.38	293.38	293.38	293.38
		BATLLC-64	Debt Relief	#####	261.01	234.99	234.99	234.99	234.99
		BATLLC-64	Debt Relief	#####	260.06	260.06	260.06	260.06	260.06
		BATLLC-64	Debt Relief	#####	260.94	260.94	260.94	260.94	260.94
		BATLLC-64	Debt Relief	#####	254.14	254.14	254.14	254.14	254.14
		BATLLC-64	Debt Relief	#####	250.61	250.61	250.61	250.61	250.61
		BATLLC-64	Debt Relief	#####	251.69	251.69	251.69	251.69	251.69
		BATLLC-64	Debt Relief	#####	384.99	384.99	384.99	384.99	384.99
		BATLLC-64	Debt Relief	#####	261.42	261.42	261.42	261.42	261.42
		BATLLC-64	Debt Relief	#####	250.47	250.47	250.47	250.47	250.47
		BATLLC-64	Debt Relief	#####	569.63	569.63	569.63	569.63	569.63
		BATLLC-64	Debt Relief	#####	291.45	291.45	291.45	291.45	291.45
		BATLLC-64	Debt Relief	#####	271.58	242.75	242.75	242.75	242.75
		BATLLC-64	Debt Relief	#####	379.47	379.47	379.47	379.47	379.47
		BATLLC-64	Debt Relief	#####	499.97	499.97	499.97	499.97	499.97
		BATLLC-64	Debt Relief	#####	601.61	601.61	601.61	601.61	601.61
		BATLLC-64	Debt Relief	#####	251.38	251.38	251.38	251.38	251.38
		BATLLC-64	Debt Relief	#####	253.58	253.58	253.58	253.58	253.58
		BATLLC-64	Debt Relief	#####	251.07	251.07	251.07	251.07	251.07
		BATLLC-64	Debt Relief	#####	500.05	500.05	500.05	500.05	500.05
		BATLLC-64	Debt Relief	#####	315.52	315.52	315.52	315.52	315.52
		BATLLC-64	Debt Relief	#####	338.06	338.06	338.06	338.06	338.06
		BATLLC-64	Debt Relief	#####	345.83	345.83	345.83	345.83	345.83
		BATLLC-64	Debt Relief	#####	252.59	252.59	252.59	252.59	252.59
		BATLLC-64	Debt Relief	#####	583	583	583	583	583
		BATLLC-64	Debt Relief	#####	431.13	431.13	431.13	431.13	431.13
		BATLLC-64	Debt Relief	#####	252.37	255.13	255.13	255.13	255.13
		BATLLC-64	Debt Relief	#####	258.08	258.08	258.08	258.08	258.08
		BATLLC-64	Debt Relief	#####	318.65	318.65	318.65	318.65	318.65
		BATLLC-64	Debt Relief	#####	255.57	255.57	255.57	255.57	255.57
		BATLLC-65	Debt Relief	#####	279.19	279.19	279.19	279.19	279.19
		BATLLC-65	Debt Relief	#####	282.77	282.77	282.77	282.77	282.77
		BATLLC-65	Debt Relief	#####	253.65	253.65	253.65	253.65	253.65
		BATLLC-65	Debt Relief	#####	470.18	470.18	470.18	470.18	470.18
		BATLLC-65	Debt Relief	#####	258.87	258.87	258.87	258.87	258.87

BATLLC-65 Debt Relief	#####	315.36	315.36	315.36	315.36	315.36
BATLLC-65 Debt Relief	#####	263.68	263.68	263.68	263.68	263.68
BATLLC-65 Debt Relief	#####	267.09	267.09	267.09	267.09	267.09
BATLLC-65 Debt Relief	#####	318.75	318.75	318.75	318.75	318.75
BATLLC-65 Debt Relief	#####	251.05	251.05	251.05	251.05	251.05
BATLLC-65 Debt Relief	#####	253.46	253.46	253.46	253.46	253.46
BATLLC-65 Debt Relief	#####	264.21	264.21	264.21	264.21	264.21
BATLLC-65 Debt Relief	#####	252.47	252.47	252.47	252.47	252.47
BATLLC-65 Debt Relief	#####	278.23	278.23	278.23	278.23	278.23
BATLLC-65 Debt Relief	#####	284.49	284.49	284.49	284.49	284.49
BATLLC-65 Debt Relief	#####	252.57	252.57	252.57	252.57	252.57
BATLLC-65 Debt Relief	#####	250.9	250.9	250.9	250.9	250.9
BATLLC-65 Debt Relief	#####	332.36	332.36	332.36	332.36	332.36
BATLLC-65 Debt Relief	#####	306.26	306.26	306.26	306.26	306.26
BATLLC-65 Debt Relief	#####	364.47	364.47	364.47	364.47	364.47
BATLLC-65 Debt Relief	#####	339.85	339.85	339.85	339.85	339.85
BATLLC-65 Debt Relief	#####	286.81	286.81	286.81	286.81	286.81
BATLLC-65 Debt Relief	#####	318.32	318.32	318.32	318.32	318.32
BATLLC-65 Debt Relief	#####	255.17	255.17	255.17	255.17	255.17
BATLLC-65 Debt Relief	#####	275.04	275.04	275.04	275.04	275.04
BATLLC-65 Debt Relief	#####	250.45	250.45	250.45	250.45	250.45
BATLLC-65 Debt Relief	#####	297.67	297.67	297.67	297.67	297.67
BATLLC-65 Debt Relief	#####	254.46	254.46	254.46	254.46	254.46
BATLLC-65 Debt Relief	#####	338.47	338.47	338.47	338.47	338.47
BATLLC-65 Debt Relief	#####	259.11	259.11	259.11	259.11	259.11
BATLLC-65 Debt Relief	#####	250.66	250.66	250.66	250.66	250.66
BATLLC-65 Debt Relief	#####	250.38	250.38	250.38	250.38	250.38
BATLLC-65 Debt Relief	#####	246.68	246.68	246.68	246.68	246.68
BATLLC-65 Debt Relief	#####	700.03	700.03	700.03	700.03	700.03
BATLLC-65 Debt Relief	#####	254.68	254.68	254.68	254.68	254.68
BATLLC-65 Debt Relief	#####	256.56	256.56	256.56	256.56	256.56
BATLLC-65 Debt Relief	#####	259.87	259.87	259.87	259.87	259.87
BATLLC-65 Debt Relief	#####	250.89	250.89	250.89	250.89	250.89
BATLLC-65 Debt Relief	#####	255.16	255.16	255.16	255.16	255.16
BATLLC-65 Debt Relief	#####	264.79	264.79	264.79	264.79	264.79
BATLLC-65 Debt Relief	#####	364.82	364.82	364.82	364.82	364.82
BATLLC-65 Debt Relief	#####	413.48	413.48	413.48	413.48	413.48
BATLLC-65 Debt Relief	#####	344.21	344.21	344.21	344.21	344.21
BATLLC-65 Debt Relief	#####	252.28	252.28	252.28	252.28	252.28
BATLLC-65 Debt Relief	#####	501.77	501.77	501.77	501.77	501.77
BATLLC-65 Debt Relief	#####	252.8	252.8	252.8	252.8	252.8
BATLLC-65 Debt Relief	#####	449.89	449.89	449.89	449.89	449.89
BATLLC-65 Debt Relief	#####	300.18	300.18	300.18	300.18	300.18
BATLLC-65 Debt Relief	#####	276.35	276.35	276.35	276.35	276.35
BATLLC-64 Debt Relief	#####	251.14	251.14	251.14	251.14	251.14
BATLLC-65 Debt Relief	#####	251.29	251.29	251.29	251.29	251.29
BATLLC-65 Debt Relief	#####	413.18	413.18	413.18	413.18	413.18

BATLLC-65 Debt Relief	#####	264.28	264.28	264.28	264.28	264.28
BATLLC-65 Debt Relief	#####	314.38	314.38	314.38	314.38	314.38
BATLLC-65 Debt Relief	#####	258.82	258.82	258.82	258.82	258.82
BATLLC-65 Debt Relief	#####	393.56	393.56	393.56	393.56	393.56
BATLLC-65 Debt Relief	#####	253.44	253.44	253.44	253.44	253.44
BATLLC-63 Debt Relief	#####	100.89	303.89	303.89	303.89	303.89
BATLLC-65 Debt Relief	#####	282.76	241.07	241.07	241.07	241.07
BATLLC-63 Debt Relief	#####	258.96	258.96	258.96	258.96	258.96
BATLLC-63 Debt Relief	#####	252.63	252.63	252.63	252.63	252.63
BATLLC-63 Debt Relief	#####	255.61	255.61	255.61	255.61	255.61
BATLLC-64 Debt Relief	#####	453.29	453.29	453.29	453.29	453.29
BATLLC-64 Debt Relief	#####	252.46	277.46	252.46	252.46	252.46
BATLLC-64 Debt Relief	#####	287.18	287.18	287.18	287.18	287.18
BATLLC-64 Debt Relief	#####	328.26	353.26	328.26	328.26	328.26
BATLLC-64 Debt Relief	#####	252.24	252.24	277.24	277.24	252.24
BATLLC-64 Debt Relief	#####	264.41	264.41	264.41	264.41	264.41
BATLLC-65 Debt Relief	#####	254.3	279.3	254.3	254.3	254.3
BATLLC-65 Debt Relief	#####	269.97	269.97	268.2	268.2	268.2
BATLLC-65 Debt Relief	#####	272.68	272.68	272.68	272.68	272.68
BATLLC-65 Debt Relief	#####	262.97	262.97	262.97	262.97	262.97
BATLLC-65 Debt Relief	#####	253.93	253.93	253.93	253.93	253.93
BATLLC-65 Debt Relief	#####	267.89	267.89	267.89	267.89	267.89

Debt Enrolled	Total Progr	Total Paym	Fee 1	State	Program L	First Paym	Second Pay	Third Paym
11187	7771.18	250.68	40	VA	27 Months Cancel	Returned /	Returned /	
23361	11730.76	300.79	35	IN	37 Months Cancel	Cleared	Open	
7113	5128.45	256.42	45	WV	19 Months Cleared	Open	Open	
40414.74	18000.36	450.01	35	IL	39 Months Cleared	Open	Open	
21166	10877.78	302.16	35	FL	35 Months Cleared	Open	Open	
7278	5057.14	252.86	43	WI	19 Months Cleared	Open	Open	
23708	12952.88	359.8	40	IL	35 Months Cleared	Open	Open	
7272	5054.56	252.73	43	CA	19 Months Cleared	Open	Open	
7292	5305.38	252.64	45	WY	20 Months Cleared	Open	Open	
26200	13949.68	387.49	40	OH	35 Months Cleared	Open	Open	
13005	6864.87	286.04	35	OH	23 Months Cleared	Open	Open	
22514	11735.1	293.38	35	MD	38 Months Cleared	Open	Open	
6653.41	5665.85	261.01	50	TN	23 Months Cleared	Open	Open	
11224	6241.52	260.06	35	IA	23 Months Cleared	Open	Open	
10674	6262.5	260.94	37	VA	22 Months Cleared	Open	Open	
13147	7624.32	254.14	36	TN	29 Months Cleared	Open	Open	
6815	4761.67	250.61	43	CT	18 Months Cleared	Open	Open	
10074	6040.5	251.69	37	VA	23 Months Cleared	Open	Open	
26521	13089.69	384.99	37	CA	33 Months Cleared	Open	Open	
16976	9411.28	261.42	35	FL	35 Months Cleared	Open	Open	
7004	5009.36	250.47	44	CA	19 Months Cleared	Open	Open	
22716	13671.12	569.63	50	SC	23 Months Cleared	Open	Open	
13376	6994.72	291.45	35	OK	23 Months Cleared	Open	Open	
10978	7311.43	271.58	40	IL	29 Months Cleared	Open	Open	
28309	13281.45	379.47	35	VA	34 Months Cleared	Open	Open	
36323	17998.88	499.97	40	CA	35 Months Cleared	Open	Open	
57740	24064.19	601.61	35	CA	39 Months Cleared	Open	Open	
7381	5027.62	251.38	42	IL	18 Months Cleared	Open	Open	
7336	5325.18	253.58	45	CA	19 Months Cleared	Open	Open	
9883	5774.62	251.07	36	SC	22 Months Cleared	Open	Open	
19376	12001.12	500.05	50	IL	22 Months Cleared	Open	Open	
21914	11043.2	315.52	35	LA	34 Months Cleared	Open	Open	
27620	13522.19	338.06	35	AZ	39 Months Cleared	Open	Open	
18709	10375	345.83	40	ME	29 Months Cleared	Open	Open	
12943	7325.07	252.59	35	NJ	28 Months Cleared	Open	Open	
55614	23320.1	583	35	IL	39 Months Cleared	Open	Open	
33475	15089.55	431.13	35	NY	34 Months Cleared	Open	Open	
5443	3058.85	252.37	35	CO	11 Months Cleared	Open	Open	
22176	12387.84	258.08	35	IN	47 Months Cleared	Open	Open	
20004	11471.28	318.65	40	GA	35 Months Cleared	Open	Open	
16829	9456.21	255.57	35	CA	36 Months Cleared	Open	Open	
15669	8375.54	279.19	35	TN	28 Months Cleared	Open	Open	
16775	10179.68	282.77	40	TX	35 Months Cleared	Open	Open	
10201	6087.49	253.65	37	NY	23 Months Cleared	Open	Open	
33642	16926.48	470.18	40	AL	34 Months Cleared	Open	Open	
16249	10354.8	258.87	40	WI	39 Months Cleared	Open	Open	

11679	7568.67	315.36	45 MN	23 Months Cleared	Open	Open
9560	6328.32	263.68	42 VA	23 Months Cleared	Open	Open
12803	8012.6	267.09	40 CA	29 Months Cleared	Open	Open
20013	11474.88	318.75	40 OH	35 Months Cleared	Open	Open
11600	7531.4	251.05	40 MA	28 Months Cleared	Open	Open
7306	5069.18	253.46	43 CA	19 Months Cleared	Open	Open
8951	6341.07	264.21	45 TN	23 Months Cleared	Open	Open
7260	5049.4	252.47	43 CA	19 Months Cleared	Open	Open
15587	8346.85	278.23	35 MS	29 Months Cleared	Open	Open
15049	7965.79	284.49	35 IL	27 Months Cleared	Open	Open
16065	9092.43	252.57	35 IL	35 Months Cleared	Open	Open
7417	6021.62	250.9	50 CA	23 Months Cleared	Open	Open
11327	7976.62	332.36	50 CA	23 Months Cleared	Open	Open
21588	11025.48	306.26	35 VA	35 Months Cleared	Open	Open
30639	14578.85	364.47	35 DE	39 Months Cleared	Open	Open
27825	13593.95	339.85	35 GA	39 Months Cleared	Open	Open
17411	9178.01	286.81	35 NJ	31 Months Cleared	Open	Open
25364.48	12732.77	318.32	35 VA	39 Months Cleared	Open	Open
7622	6124.12	255.17	50 NC	23 Months Cleared	Open	Open
20418	11001.5	275.04	35 IL	39 Months Cleared	Open	Open
10565	6010.87	250.45	35 LA	23 Months Cleared	Open	Open
13803	7144.17	297.67	35 FL	23 Months Cleared	Open	Open
10840	6107.12	254.46	35 IA	23 Months Cleared	Open	Open
24209	13538.8	338.47	40 WA	39 Months Cleared	Open	Open
11158.85	6218.72	259.11	35 FL	23 Months Cleared	Open	Open
11020	6266.5	250.66	35 IA	23 Months Cleared	Open	Open
10010	6509.88	250.38	40 NJ	26 Months Cleared	Open	Open
14171	8140.39	246.68	35 GA	31 Months Cleared	Open	Open
36219	16800.72	700.03	40 FL	23 Months Cleared	Open	Open
13116	7385.62	254.68	35 IL	28 Months Cleared	Open	Open
12814	7183.54	256.56	35 HI	27 Months Cleared	Open	Open
11444	7276.24	259.87	40 TX	27 Months Cleared	Open	Open
13906	9032.08	250.89	40 TN	34 Months Cleared	Open	Open
9209	7399.52	255.16	50 AK	28 Months Cleared	Open	Open
10924	6355	264.79	37 CA	23 Months Cleared	Open	Open
18407	8755.57	364.82	35 CA	23 Months Cleared	Open	Open
27180	12404.4	413.48	35 TN	29 Months Cleared	Open	Open
16994	8261.02	344.21	35 NJ	23 Months Cleared	Open	Open
7795.01	6054.73	252.28	48 WI	23 Months Cleared	Open	Open
42855	18565.31	501.77	35 CA	36 Months Cleared	Open	Open
10726	6067.22	252.8	35 MI	23 Months Cleared	Open	Open
30301	13496.75	449.89	35 CA	29 Months Cleared	Open	Open
13975	7204.37	300.18	35 MS	23 Months Cleared	Open	Open
13498	8290.6	276.35	40 NJ	29 Months Cleared	Open	Open
9774.49	6027.43	251.14	38 OH	23 Months Cleared	Open	Open
15048	8543.72	251.29	35 TX	33 Months Cleared	Open	Open
23760	12395.4	413.18	40 CA	29 Months Cleared	Open	Open

8059	6342.62	264.28	50 CA	22 Months Cleared	Open	Open
18685.82	9431.44	314.38	35 OH	29 Months Cleared	Open	Open
11139	6211.77	258.82	35 KS	23 Months Cleared	Open	Open
33963	15742.25	393.56	35 WA	39 Months Cleared	Open	Open
10321	5829.09	253.44	35 OK	23 Months Cleared	Cancel	Open
23715	12155.45	100.89	35 TX	39 Months Cleared	Pending	Open
7441	4380.88	282.76	35 IL	17 Months Cleared	Open	Open
18581	10876.47	258.96	35 KY	41 Months Returned / Cleared		Open
7500	6568.38	252.63	50 UT	23 Months Returned / Returned / Cleared		
11942	7923.81	255.61	40 NC	35 Months Returned / Cleared		Open
61184	27650.49	453.29	35 TX	59 Months Returned / Cleared		Open
17342	10375.78	277.46	36 NY	39 Months Returned / Cleared		Open
21806	11774.48	287.18	35 NC	39 Months Returned / Cleared		Open
17391	10201.06	353.26	40 OR	29 Months Returned / Cleared		Open
11989	8373.83	277.24	39 WI	29 Months Returned / Returned / Returned /		
19203	11105.07	264.41	35 IL	38 Months Returned / Returned / Cleared		
8614	6382.58	279.3	44 IN	23 Months Returned / Cleared		Open
11782	6708.56	269.97	35 NJ	23 Months Returned / Cleared		Open
15867	10089.16	272.68	40 IL	35 Months Returned / Cleared		Open
11423	6574.14	262.97	35 AR	23 Months Returned / Cleared		Open
13954	8125.61	253.93	35 MS	30 Months Returned / Cleared		Open
15007	9643.99	267.89	40 GA	34 Months Returned / Cleared		Open
1986395.8						

Fourth Pay	Fifth Pay	Sixth Pay	First Pay	Next Pay	# Drafts	Clk	Pay Freq.	Payment M	Paused
Cleared	Open	Open	#####	#####	0	Monthly	CC	No	
Open	Open	Open	#####	#####	1	Monthly	Bank	No	
Open	Open	Open	#####	#####	1	Monthly	Bank	No	
Open	Open	Open	#####	#####	0	Monthly	CC	No	
Open	Open	Open	#####	#####	1	Monthly	Bank	No	
Open	Open	Open	#####	#####	0	Monthly	CC	No	
Open	Open	Open	#####	#####	1	Monthly	Bank	No	
Open	Open	Open	#####	#####	1	Monthly	Bank	No	
Open	Open	Open	#####	#####	1	Monthly	Bank	No	
Open	Open	Open	#####	#####	0	Monthly	CC	No	
Open	Open	Open	#####	#####	1	Monthly	Bank	No	
Open	Open	Open	#####	#####	1	Monthly	Bank	No	
Open	Open	Open	#####	#####	1	Monthly	Bank	No	
Open	Open	Open	#####	#####	1	Monthly	Bank	No	
Open	Open	Open	#####	#####	1	Monthly	Bank	No	
Open	Open	Open	#####	#####	0	Monthly	CC	No	
Open	Open	Open	#####	#####	1	Monthly	Bank	No	
Open	Open	Open	#####	#####	1	Monthly	Bank	No	
Open	Open	Open	#####	#####	0	Monthly	CC	No	
Open	Open	Open	#####	#####	1	Monthly	Bank	No	
Open	Open	Open	#####	#####	1	Monthly	Bank	No	
Open	Open	Open	#####	#####	0	Monthly	CC	No	
Open	Open	Open	#####	#####	1	Monthly	Bank	No	
Open	Open	Open	#####	#####	1	Monthly	Bank	No	
Open	Open	Open	#####	#####	0	Monthly	CC	No	
Open	Open	Open	#####	#####	0	Monthly	CC	No	
Open	Open	Open	#####	#####	1	Monthly	Bank	No	
Open	Open	Open	#####	#####	0	Monthly	CC	No	
Open	Open	Open	#####	#####	0	Monthly	CC	No	
Open	Open	Open	#####	#####	0	Monthly	CC	No	
Open	Open	Open	#####	#####	1	Monthly	Bank	No	
Open	Open	Open	#####	#####	1	Monthly	Bank	No	
Open	Open	Open	#####	#####	0	Monthly	CC	No	
Open	Open	Open	#####	#####	1	Monthly	Bank	No	
Open	Open	Open	#####	#####	1	Monthly	Bank	No	
Open	Open	Open	#####	#####	1	Monthly	Bank	No	
Open	Open	Open	#####	#####	0	Monthly	CC	No	
Open	Open	Open	#####	#####	0	Monthly	CC	No	
Open	Open	Open	#####	#####	0	Monthly	CC	No	
Open	Open	Open	#####	#####	1	Monthly	Bank	No	
Open	Open	Open	#####	#####	0	Monthly	CC	No	

Open	Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	Open	#####	1/9/2023	1 Monthly	Bank	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	Open	#####	#####	1 Monthly	Bank	No

Open	Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	1 Monthly	Bank	No
Cleared	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	1 Monthly	Bank/CC	No
Open	Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	Open	#####	#####	0 Monthly	CC	No

Client Status	Payments Payment S	# NSF's	# Drafts Remaining
Active File	1 1 of 31	2	0
Enroll Debt	1 1 of 39	0	38
Active File	1 1 of 20	0	19
Active File	1 1 of 40	0	0
Active File	1 1 of 36	0	35
Active File	1 1 of 20	0	0
Active File	1 1 of 36	0	35
Active File	1 1 of 20	0	19
Active File	1 1 of 21	0	20
Active File	1 1 of 36	0	0
Active File	1 1 of 24	0	23
Active File	1 1 of 40	0	39
Active File	1 1 of 24	0	23
Active File	1 1 of 24	0	23
Active File	1 1 of 24	0	23
Active File	1 1 of 30	0	29
Active File	1 1 of 19	0	0
Active File	1 1 of 24	0	23
Active File	1 1 of 34	0	33
Active File	1 1 of 36	0	0
Active File	1 1 of 20	0	19
Active File	1 1 of 24	0	23
Active File	1 1 of 24	0	0
Active File	1 1 of 30	0	29
Active File	1 1 of 35	0	34
Active File	1 1 of 36	0	0
Active File	1 1 of 40	0	39
Active File	1 1 of 20	0	19
Active File	1 1 of 21	0	20
Active File	1 1 of 23	0	0
Active File	1 1 of 24	0	0
Active File	1 1 of 35	0	34
Active File	1 1 of 40	0	0
Active File	1 1 of 30	0	0
Active File	1 1 of 29	0	0
Active File	1 1 of 40	0	39
Active File	1 1 of 35	0	34
Active File	1 1 of 12	0	0
Active File	1 1 of 48	0	47
Active File	1 1 of 36	0	35
Active File	1 1 of 37	0	36
Active File	1 1 of 30	0	0
Active File	1 1 of 36	0	0
Active File	1 1 of 24	0	0
Active File	1 1 of 36	0	35
Active File	1 1 of 40	0	0

Active File	1 1 of 24	0	23
Active File	1 1 of 24	0	23
Active File	1 1 of 30	0	29
Active File	1 1 of 36	0	0
Active File	1 1 of 30	0	29
Active File	1 1 of 20	0	0
Active File	1 1 of 24	0	23
Active File	1 1 of 20	0	0
Active File	1 1 of 30	0	0
Active File	1 1 of 28	0	27
Active File	1 1 of 36	0	0
Active File	1 1 of 24	0	23
Active File	1 1 of 24	0	0
Active File	1 1 of 36	0	0
Active File	1 1 of 40	0	0
Active File	1 1 of 40	0	39
Active File	1 1 of 32	0	31
Active File	1 1 of 40	0	0
Active File	1 1 of 24	0	0
Active File	1 1 of 40	0	0
Active File	1 1 of 24	0	23
Active File	1 1 of 24	0	23
Active File	1 1 of 24	0	23
Active File	1 1 of 40	0	0
Active File	1 1 of 24	0	0
Active File	1 1 of 25	0	24
Active File	1 1 of 26	0	25
Active File	1 1 of 33	0	0
Active File	1 1 of 24	0	23
Active File	1 1 of 29	0	0
Active File	1 1 of 28	0	0
Active File	1 1 of 28	0	0
Active File	1 1 of 36	0	35
Active File	1 1 of 29	0	0
Active File	1 1 of 24	0	0
Active File	1 1 of 24	0	23
Active File	1 1 of 30	0	29
Active File	1 1 of 24	0	0
Active File	1 1 of 24	0	23
Educational Outreach	1 1 of 37	0	36
Educational Outreach	1 1 of 24	0	23
Educational Outreach	1 1 of 30	0	0
Educational Outreach	1 1 of 24	0	0
Educational Outreach	1 1 of 30	0	0
Educational Outreach Missed	1 1 of 24	0	0
Educational Outreach Missed	1 1 of 34	0	33
Educational Outreach Missed	1 1 of 30	0	29

Educational Outreach Missed	1 1 of 24	0	23
Enroll Debt	1 1 of 30	0	29
Enroll Debt	1 1 of 24	0	0
Enroll Debt	1 1 of 40	0	39
Hardship Review	1 1 of 23	0	0
Paused Per Legal - Payment Not Pai	1 1 of 41	0	40
Unenroll Debt	1 1 of 18	0	0
Active File	1 1 of 42	1	0
Active File	1 1 of 26	2	0
Active File	1 1 of 31	1	0
Active File	1 1 of 61	1	0
Active File	1 1 of 41	1	0
Active File	1 1 of 41	1	0
Active File	1 1 of 31	1	29
Active File	1 1 of 33	3	0
Active File	1 1 of 42	2	0
Active File	1 1 of 25	1	0
Active File	1 1 of 25	1	0
Active File	1 1 of 37	1	35
Active File	1 1 of 25	1	23
Active File	1 1 of 32	1	0
Active File	1 1 of 36	1	0

EXHIBIT “4”

ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

This ACCOUNTS RECEIVABLE PURCHASE AGREEMENT (this “**Agreement**”) is made as of December 2, 2022 (the “**Agreement Date**”), by and between ProofPositive LLC (collectively the “**Buyer**”), and Debt Relief Group (the “**Seller**” or “**LPG**”, and together with the Buyer, the “**Parties**”), and The Litigation Practice Group PC (“**LPG**”).

RECITALS

WHEREAS, in the regular course of business, the Seller originates account receivables from **LPG** in connection with client on-boarding services provided by the Seller to LPG and its affiliates;

WHEREAS, the account receivables represent an obligation of various clients to pay Seller for services that Seller previously provided, but which LPG shall provide from the date of execution of this Agreement;

WHEREAS, the Seller desires to sell, assign, transfer, and deliver to the Buyer, and the Buyer desires to purchase, acquire, and accept from the Seller, certain of these account receivables (the “**Purchased Accounts**”).

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.1 Certain Definitions. Certain defined terms used in this Agreement are set forth on Exhibit

A.

ARTICLE 2. ASSIGNMENT AND TRANSFER AND CONSIDERATION

Section 2.1 Assignment of the Purchased Accounts to the Buyer. Upon execution of this Agreement and subject to the terms and conditions set forth herein, the Seller shall sell, assign, transfer, and deliver, and the Buyer shall purchase, acquire, and accept from the Seller, all of the Seller’s right, title, and interest in and to the Purchased Accounts set forth on the spreadsheet attached to this Agreement, free and clear of any Liens. Other than the Purchased Accounts, the Buyer shall not purchase or acquire any other assets of the Seller (collectively, the “**Excluded Assets**”).

Section 2.2 No Assumption of Liabilities. The Buyer shall not assume any Liabilities of the Seller of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereinafter created (collectively, the “**Excluded Liabilities**”).

Section 2.3 Payment of Purchase Price. Buyer shall pay \$9,238.39 (total purchase price) for the Purchased Accounts (the “**Purchase Price**”) by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth in Schedule 2.3 (the “**Wire Instructions**”). The Purchased Accounts are set forth on the attached spreadsheet.

Section 2.4 Guarantee of LPG. If any file acquired by buyer shall fail to make a first payment, LPG will replace the file and bear any cost associated with such replacement. The replacement file shall yield no less than the receivable of the failed file. In addition, if any any calendar month a total of less than 80% of files make a cleared payment, LPG shall replace any non-performing files in such month so that the performance of the file package as a whole equals 80%. This guarantee shall continue until the completion of the 24th month following execution of this agreement.

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Buyer, as of the Agreement Date and as of the Closing Date, or, if expressly made as of a specified date, as of such specified date, as follows:

Section 3.1 Organization; Good Standing. The Seller is a Limited Liability Company duly organized, validly existing, and in good standing under the Laws of the State of Delaware and is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership or operation of the Business requires such qualification, except where the failure to be so qualified would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, results of operations, financial condition, or assets of the Seller.

Section 3.2 Power and Authority. The Seller has all requisite right, power, and authority to execute, deliver, and perform this Agreement and the Transaction Agreements to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Agreements by the Seller, and the consummation by the Seller of the transactions contemplated hereby and thereby, have been duly approved by the Seller, and no further action is required on the part of the Seller to authorize this Agreement, any Transaction Agreement to which it is a party, or the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Agreements will be, duly and validly executed and delivered by the Seller and, assuming the due and valid authorization, execution, and delivery of this Agreement by the other Parties, and of each such Transaction Agreement by the other parties thereto, constitutes, or will constitute, a valid and binding obligation of the Seller, enforceable against it in accordance with its terms and conditions, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other Laws affecting enforcement of creditor's rights generally and except insofar as the availability of equitable remedies may be limited by applicable Law.

Section 3.3 Title to, and Sufficiency of, the Purchased Accounts. The Seller has and shall convey to the Buyer, at the Closing, good, valid, transferable, and marketable title to, or valid leasehold interests in, all of the Purchased Accounts, free and clear of all Liens.

Section 3.4 Consents. The Seller is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of, any Governmental Body or Third Party, including a party to any assigned contract, in connection with the execution, delivery, and performance by the Seller of this Agreement or any of the Transaction Agreements to which it is a party or the consummation of the transactions contemplated hereby and thereby.

Section 3.5 No Conflicts. The execution and delivery by the Seller of this Agreement and each of the Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, will not conflict with, result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to an additional payment obligation, a right of termination, cancellation, modification, or acceleration of any obligation, or loss of any benefit, under: (a) any provision of the Organizational Documents of the Seller; (b) any contract to which the Seller is party, including, without limitation, any assigned contract; or (c) any Law or order applicable to the Seller or any of the Purchased Accounts.

Section 3.6 Compliance with Laws. The Seller has materially complied, and is now materially complying, with all Laws applicable to the ownership and use of the Purchased Accounts.

Section 3.7 Legal Proceedings. There is no Action of any nature pending or, to the Knowledge of the Seller, threatened against or by the Seller: (a) relating to or affecting the Purchased Accounts or (b) that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement and the Transaction Agreements. No event has occurred or circumstance exists that may give rise to, or serve as a basis for, any such Action.

Section 3.8 Condition of Purchased Accounts. Each Purchased Account shall have received no less than one processed payment.

Section 3.9 Confidentiality. Seller agrees and acknowledges that all Purchased Accounts, the pricing, and all terms set forth in this Agreement are confidential (together, the “**Confidential Information**”). Seller will at all times keep the Confidential Information in confidence and trust. Seller will not, without the prior written consent of an authorized officer of Buyer, (A) copy, use or disclose any Confidential Information, (B) deliver or disclose any Confidential Information to any person or entity outside the Buyer, or (C) use the Confidential Information for Seller’s own use or use it to the detriment of Buyer. Notwithstanding the foregoing, Seller may, without consent, use the Confidential Information and disclose and deliver same to Seller’s employees or agents, if applicable, who have a need to know, provided such employees or agents have entered into written agreements approved by Buyer and containing provisions at least as restrictive as these provisions. Seller agrees that violation of this Section 3.9. The Parties agree that the disclosure of the Confidential Information in violation of this Agreement may cause the Buyer irreparable harm and that any breach or threatened breach by the Seller entitles Buyer to seek injunctive relief, in addition to any other legal or equitable remedies available to it, in any court of competent jurisdiction.

ARTICLE 4.

REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller, as of the Agreement Date and as of the Closing Date, or, if expressly made as of a specified date, as of such specified date, as follows:

Section 4.1 Organization; Good Standing. The Buyer is a limited liability company, duly organized, validly existing, and in good standing under the Laws of the State of Florida.

Section 4.2 Power and Authority. The Buyer has all requisite right, power, and authority to execute, deliver, and perform this Agreement and the Transaction Agreements to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Agreements by the Buyer, and the consummation by the Buyer of the transactions contemplated hereby and thereby, have been duly approved by the Buyer, and no further action is required on the part of the Buyer to authorize this Agreement, any Transaction Agreement to which it is a party, or the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Agreements will be, duly and validly executed and delivered by the Buyer and, assuming the due and valid authorization, execution, and delivery of this Agreement by the other Parties, and of each such Transaction Agreement by the other parties thereto, constitutes, or will constitute, a valid and binding obligation of the Buyer, enforceable against it in accordance with its terms and conditions, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Laws affecting enforcement of creditor’s rights generally and except insofar as the availability of equitable remedies may be limited by applicable Law.

Section 4.3 No Conflicts. The execution and delivery by the Buyer of this Agreement and each of the Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, will not conflict with, result in any violation of, or default under (with or without notice or lapse of time, or both), or give

rise to an additional payment obligation, a right of termination, cancellation, modification, or acceleration of, any obligation, or loss of any benefit under: (a) any provision of the Buyer's Organizational Documents; (b) any contract to which the Buyer is party, other than the Buyer Representation Agreement; or (c) any Law applicable to the Buyer.

Section 4.4 Sufficient Funds. The Buyer has, and will have, sufficient funds available to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement and the Transaction Agreements.

ARTICLE 5. COVENANTS

Section 5.1 Appropriate Actions.

(a) General. Each of the Parties shall use commercially reasonable efforts to take all actions necessary to consummate the transactions contemplated by this Agreement as soon as reasonably practicable after the execution of this Agreement, including taking all actions necessary to comply promptly with all applicable Laws that may be imposed on it or any of its Affiliates with respect to the Closing.

ARTICLE 6. CLOSING

Section 6.1 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") will take place upon the execution and delivery of this Agreement or at such other time, date, and place as the Parties may agree in writing. The date on which the Closing occurs is hereinafter referred to as the "**Closing Date**." The Parties agree that the Closing may take place by the electronic exchange of executed counterpart documents and the electronic transfer of funds.

Section 6.2 Closing Deliverables of the Seller. At or prior to the Closing, Seller shall deliver to Buyer any of the following if requested by Buyer: (i) a bill of sale and assignment and assumption agreement substantially in the form attached hereto as Exhibit B (the "**Bill of Sale and Assignment and Assumption Agreement**"), duly executed by the Seller, effecting the transfer and assignment to, and assumption by, the Buyer of the Purchased Accounts; and (ii) such other customary instruments of transfer, assumption, filings, or documents, in form and substance reasonably satisfactory to the Buyer, as may be required to give effect to this Agreement.

Section 6.3 Closing Deliverables of the Buyer. At or prior to the Closing, the Seller shall have received the following: (i) the Upfront Cash Payment; and (ii) if requested pursuant to Section 6.2, the Bill of Sale and Assignment and Assumption Agreement, duly executed by the Buyer.

Section 6.4 Indemnification by the Seller. Subject to the limitations set forth in this Article 6, the Seller agrees to indemnify and hold harmless the Buyer, including its shareholders, members, directors, managers, officers, employees, Affiliates, and agents (each, a "**Buyer Indemnified Party**" and, collectively, the "**Buyer Indemnified Parties**"), against all claims, losses, Liabilities, damages, deficiencies, diminutions in value, costs, interest, awards, judgments, penalties, and expenses, including reasonable out-of-pocket attorneys' and consultants' fees and expenses and including any such reasonable expenses incurred in connection with investigating, defending against, or settling any of the foregoing (each, a "**Loss**" and, collectively, the "**Losses**") paid, suffered, incurred, sustained, or accrued by any Buyer Indemnified Party, directly or indirectly, as a result of, arising out of, or in connection with: (a) any inaccuracy in, or breach of, any of the representations or warranties of the Seller contained in this Agreement, (b) any breach or non-fulfillment of any covenant, agreement, or

obligation to be performed by the Seller pursuant to this Agreement, (c) any Excluded Asset or any Excluded Liability.

Section 6.5 Indemnification by the Buyer. Subject to the limitations set forth in this Article 6, the Buyer agrees to indemnify and hold harmless the Seller, including its Affiliates and agents (each, a “**Seller Indemnified Party**” and, collectively, the “**Seller Indemnified Parties**”), against all Losses paid, suffered, incurred, sustained, or accrued by any Seller Indemnified Party, directly or indirectly, as a result of, arising out of, or in connection with: (a) any inaccuracy in, or breach of, any of the representations or warranties of the Buyer contained in this Agreement; (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by the Buyer pursuant to this Agreement; (c) any event or occurrence related to the Purchased Accounts or Buyer occurring after the Closing; or (d) resulting from any omissions or misstatements made by Buyer to investors or potential investors.

Section 6.6 Indemnification Procedures.

(a) No Restraints. Promptly following receipt by an Indemnified Party of notice by a Third Party (including any Governmental Body) of any complaint, dispute, or claim or the commencement of any audit, investigation, Action or proceeding with respect to which such Indemnified Party may be entitled to indemnification pursuant hereto (a “**Third-party Claim**”), such Indemnified Party shall provide written notice thereof to the Indemnifying Party, provided, however, that the failure to so notify the Indemnifying Party shall relieve the Indemnifying Party from Liability hereunder with respect to such Third-party Claim only if, and only to the extent that, such failure to so notify the Indemnifying Party results in the forfeiture by the Indemnifying Party of rights and defenses otherwise available to the Indemnifying Party with respect to such Third-party Claim. The Indemnifying Party shall have the right, upon written notice delivered to the Indemnified Party within twenty days thereafter assuming full responsibility for any Losses resulting from such Third-party Claim, to assume the defense of such Third-party Claim, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the fees and disbursements of such counsel; provided, however, if the Indemnifying Party declines or fails to assume the defense of such Third-party Claim on the terms provided above or to employ counsel reasonably satisfactory to the Indemnified Party, in either case within such twenty day period, then any Losses shall include the reasonable fees and disbursements of counsel for the Indemnified Party as incurred. In any Third-party Claim for which indemnification is being sought hereunder the Indemnified Party or the Indemnifying Party, whichever is not assuming the defense of such Third-party Claim, shall have the right to participate in such matter and to retain its own counsel at such Party’s own expense. The Indemnifying Party or the Indemnified Party (as the case may be) shall at all times use reasonable efforts to keep the Indemnifying Party or Indemnified Party (as the case may be) reasonably apprised of the status of the defense of any matter, the defense of which it is maintaining, and to cooperate in good faith with each other with respect to the defense of any such matter.

(b) No Indemnified Party may settle or compromise any Third-party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder without the prior written consent of the Indemnifying Party (which may not be unreasonably withheld or delayed), unless (i) the Indemnifying Party fails to assume and maintain the defense of such Third-party Claim or (ii) such settlement, compromise, or consent includes an unconditional release of the Indemnifying Party and its officers, directors, employees and Affiliates from all Liability arising out of, or related to, such Third-party Claim. An Indemnifying Party may not, without the prior written consent of the Indemnified Party, settle or compromise any Third-party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless such settlement, compromise, or consent (A) includes an unconditional release of the Indemnified Party and its officers, directors, employees, and Affiliates from all Liability arising out of, or related to, such Third-party Claim, (B) does not contain any admission or statement suggesting any wrongdoing or Liability on behalf of the

Indemnified Party, and (C) does not contain any equitable order, judgment, or term that in any manner affects, restrains, or interferes with the business of the Indemnified Party or any of the Indemnified Party's Affiliates.

(c) If an Indemnified Party claims a right to payment pursuant hereto with respect to any matter not involving a Third-party Claim (a "**Direct Claim**"), such Indemnified Party shall send written notice of such claim to the appropriate Indemnifying Party (each, a "**Notice of Claim**"). Such Notice of Claim shall specify the basis for such Direct Claim. The failure by any Indemnified Party so to notify the Indemnifying Party shall not relieve the Indemnifying Party from any Liability that it may have to such Indemnified Party with respect to any Direct Claim made pursuant to this Section 6.6(c). If the Indemnifying Party does not notify the Indemnified Party within thirty days following its receipt of such Notice of Claim that the Indemnifying Party disputes its Liability to the Indemnified Party under this Article 6 or the amount thereof, the Direct Claim specified by the Indemnified Party in such Notice of Claim shall be conclusively deemed a Liability of the Indemnifying Party under this Article 6, and the Indemnifying Party shall pay the amount of such Liability to the Indemnified Party on demand or, in the case of any Notice of Claim in which the amount of the Direct Claim (or any portion of the Direct Claim) is estimated, on such later date when the amount of such Direct Claim (or such portion of such Direct Claim) becomes finally determined. In the event that the Indemnifying Party has timely disputed its Liability with respect to such Direct Claim as provided above, as promptly as possible, such Indemnified Party and the appropriate Indemnifying Party shall establish the merits and amount of such Direct Claim (by mutual agreement, litigation, arbitration or otherwise) and, within five business days following the final determination of the merits and amount of such Direct Claim, the Indemnifying Party shall pay to the Indemnified Party an amount equal to such Direct Claim as determined hereunder.

ARTICLE 7. MISCELLANEOUS

Section 7.1 Entire Agreement; Amendment. This Agreement and the Transaction Agreements (including the exhibits hereto and thereto and the documents referred to therein) constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof. This Agreement may be amended with the written consent of each of the Parties or any successor thereto by execution of an instrument in writing.

Section 7.2 Waivers. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. To the maximum extent permitted by applicable Law: (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Parties; (b) no waiver that may be given by a Party will be applicable except in the specific instance for what it is given; and (c) no notice to, or demand on, one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the Transaction Agreements.

Section 7.3 Notices. All notices and other communications required or permitted hereunder shall be made to the address of a Party listed on the signature page to this Agreement and shall be (a) in writing, (b) effective when given, and (c), in any event, deemed to be given upon receipt or, if earlier: (i) upon delivery, if delivered by hand; (ii) two business days after deposit with FedEx Express or similar recognized international overnight courier service, freight prepaid; or (iii) one business day after facsimile or electronic mail transmission. A Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties advance written notice pursuant to the provisions above.

Section 7.4 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties named herein and their respective successors and permitted assigns. Neither this Agreement nor any rights or obligations of a Party hereunder shall be assigned by a Party (unless to an Affiliate of such Party) without the prior written consent of the other Parties. This Agreement will be binding upon any permitted assignee of any Party. No assignment shall have the effect of relieving any Party to this Agreement of any of its obligations hereunder.

Section 7.5 Public Disclosure. Except as may be required by Law, the Seller shall not issue any statement or communication to any Third Party (other than its respective agents) regarding the subject matter of this Agreement or the transactions contemplated hereby, including, if applicable, the termination of this Agreement and the reasons therefor, without the prior written consent of the Buyer.

Section 7.6 Expenses and Fees. Whether or not the Closing occurs, all fees and expenses incurred in connection with this transactions contemplated by this Agreement, including all legal, accounting, financial advisory, consulting and all other fees and expenses of Third Parties incurred by a Party in connection with the negotiation and effectuation of the terms and conditions of this Agreement and the transactions contemplated hereby, shall be the obligation of the respective Party incurring such fees and expenses.

Section 7.7 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement was not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled hereunder, at Law or in equity.

Section 7.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 7.9 Governing Law. This Agreement shall, in all respects, be construed in accordance with, and governed by, the Laws of the State of California without regard to conflict of Laws principles.

Section 7.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Section 7.11 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

BUYER:

ProofPositive LLC

DocuSigned by:
By: Gail Hanson
BFC40F37742742A...
Name: Gail Hanson
Title: Member

SELLER:

Debt Relief Group

DocuSigned by:
By: Billy Burns
3ECDDBC6C1774C9...
Name: William Burns
Title: CEO

APPROVAL OF ASSIGNMENT AND GUARANTEE

The assignment of the Purchased Accounts set forth in this Agreement as well as the guarantee included therein is hereby approved, and with respect to the Purchased Accounts, the Buyer shall have all rights of Buyer as set forth in this agreement.

The Litigation Practice Group P.C.

DocuSigned by:
By: Daniel S March
9D494DB1993341E...
Name: Daniel S. March
Title: Managing Shareholder

EXHIBIT A**DEFINITIONS**

As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

(a) **"Action"** shall mean any civil, criminal, or administrative action, claim, suit, demand, charge, citation, reexamination, opposition, interference, decree, injunction, mediation, hearing, notice of violation, demand letter, litigation, proceeding, labor dispute, arbitral action, governmental or other audit, inquiry, criminal prosecution, investigation, unfair labor practice charge, or complaint.

(b) **"Agreement"** shall have the meaning set forth in the preamble to this Agreement.

(c) **"Agreement Date"** shall have the meaning set forth in the preamble to this Agreement.

(d) **"Affiliate"** shall mean (i) with respect to any non-natural Person, any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person and (ii), with respect to any individual, (A) family members of such individual, by blood, adoption, or marriage, (B) such individual's spouse or ex-spouse and (C) any Person that is directly or indirectly under the control of any of the foregoing individuals. For purposes of this definition, "control" (including with correlative meanings, the terms "controlling," "controlled by," and under "common control with") means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

(e) **"Bill of Sale and Assignment and Assumption Agreement"** shall have the meaning set forth in Section 6.2.

(f) **"Business"** shall mean the business of the Seller as conducted on the Agreement Date.

(g) **"Buyer"** shall have the meaning set forth in the preamble to this Agreement.

(h) **"Buyer Indemnified Parties"** shall have the meaning set forth in Section 6.4.

(i) **"Closing"** shall have the meaning set forth in Section 6.1.

(j) **"Closing Date"** shall have the meaning set forth in Section 6.1.

(k) **"Direct Claim"** shall have the meaning set forth in Section 6.6(c).

(l) **"Excluded Assets"** shall have the meaning set forth in Section 2.1.

(m) **"Excluded Liabilities"** shall have the meaning set forth in Section 2.2.

(n) **"Governmental Body"** shall mean any: (i) nation, province, state, county, city, town, village, district, or other jurisdiction of any nature; (ii) federal, provincial, state, local, municipal, foreign, or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

(o) **"Indebtedness"** means, without duplication and with respect to the Seller, all: (i) indebtedness for borrowed money; (ii) obligations for the deferred purchase price of property or services, (iii) long or short-term obligations evidenced by notes, bonds, debentures or other similar instruments; (iv) obligations under any interest rate, currency swap, or other hedging agreement or arrangement; (v) capital lease obligations; (vi) reimbursement obligations under any letter of credit, banker's acceptance or similar credit transactions; (vii) guarantees made by the Seller on behalf of any third party in respect of obligations of the kind referred to in the foregoing clauses (i) through (vi); and (viii) any unpaid interest, prepayment penalties, premiums, costs and fees that would arise or become due as a result of the prepayment of any of the obligations referred to in the foregoing clauses (i) through (vii).

(p) **"Indemnified Party"** shall mean a Buyer Indemnified Party or a Seller Indemnified Party, as the case may be, making a claim for indemnification under Article 6.

(q) **"Indemnifying Party"** shall mean a Party against whom a claim for indemnification is asserted under Article 6.

(r) **"Knowledge"** shall mean, with respect to the Seller, the actual or constructive knowledge of all facts relevant to this transaction and the transacting parties, after due inquiry.

(s) **"Law"** shall mean any law, statute, ordinance, regulation, rule, code, notice requirement, court decision, or agency guideline, of any foreign, federal, state, or local Governmental Body.

(t) **"Liabilities"** shall mean any direct or indirect liability, Indebtedness, obligation, commitment, expense, claim, deficiency, guaranty, or endorsement of, or by, any Person of any type, known or unknown, and whether accrued, absolute, contingent, matured, unmatured, determined or undeterminable, on- or off-balance sheet, or other.

(u) **"Lien"** shall mean any mortgage, pledge, lien, charge, claim, security interest, adverse claims of ownership or use, restrictions on transfer, defect of title, or other encumbrance of any sort.

(v) **"Losses"** shall have the meaning set forth in Section 6.4.

(w) **"Notice of Claim"** shall have the meaning set forth in Section 6.6(c).

(x) **"Organizational Documents"** shall mean, with respect to a Person, the charter, bylaws, limited liability company agreement, and other organizational documents of such Person, in each case, as amended.

(y) **"Party"** or **"Parties"** shall have the meaning set forth in the preamble to this Agreement.

(z) **"Permitted Liens"** shall mean (i) Liens for Taxes not yet delinquent or being contested in good faith by appropriate proceedings, (ii) statutory Liens (including materialmen's, warehousemen's, mechanic's, repairmen's, landlord's, and other similar Liens) arising in the ordinary course of business securing payments not yet delinquent or being contested in good faith by appropriate proceedings, and (iii) restrictive covenants, easements, and defects, imperfections or irregularities of title, if any, of a nature that do not materially and adversely affect the assets or properties subject thereto.

(aa) **"Person"** shall mean any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, Governmental Body, or other entity.

- (bb) **"Purchase Price"** shall have the meaning set forth in Section 2.3.
- (cc) **"Purchased Accounts"** shall have the meaning set forth in the Recitals.
- (dd) **"Seller"** shall have the meaning set forth in the preamble to this Agreement.
- (ee) **"Seller Indemnified Parties"** shall have the meaning set forth in Section 6.5.

(ff) **"Tax" or "Taxes"** shall mean any U.S. federal, state, local or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, escheat, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

(gg) **"Tax Returns"** means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

(hh) **"Third Party" or "Third Parties"** shall mean any Person other than the Parties or their respective Affiliates.

- (ii) **"Third-party Claim"** shall have the meaning set forth in Section 6.6(a).

(jj) **"Transaction Agreements"** shall mean the Bill of Sale and Assignment and Assumption Agreement, and each other agreement, instrument, and/or certificate contemplated by this Agreement or such other agreements to be executed in connection with the transactions contemplated hereby or thereby.

- (kk) **"Upfront Cash Payment"** shall have the meaning set forth in Section 2.3.

- (ll) **"Wire Instructions"** shall have the meaning set forth in Section 2.3.

EXHIBIT B**FORM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”), is made by and between **Buyer**, and **Seller**. Each of the Seller and the Buyer are sometimes referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**.”

WHEREAS, the Buyer and the Seller have entered into that certain Accounts Receivable Purchase Agreement, of even date herewith (the “**Purchase Agreement**”), pursuant to which the Seller has agreed to sell, assign, transfer, and deliver to the Buyer, and the Buyer has agreed to purchase, acquire, and accept from the Seller, all right, title, and interest of the Seller in and to the Purchased Accounts, free and clear of any Liens.

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Purchase Agreement.
2. Sale of Purchased Accounts; Assignment. The Seller hereby sells, assigns, transfers, and delivers to the Buyer, and the Buyer hereby purchases, acquires, and accepts from the Seller, all right, title, and interest of the Seller in and to the Purchased Accounts, free and clear of any Liens.
3. Further Assurances. Each of the Parties agrees, from time to time, at the request of the any other Party, to execute and deliver such other instruments of conveyance, power of attorney, sale, transfer, or assignment and take such other actions as such other Party may reasonably request in order to more effectively consummate the transactions contemplated by this Agreement.
4. Terms of the Purchase Agreement. This Agreement is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Purchased Accounts are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

BUYER:

ProofPositive LLC

DocuSigned by:
By: Gail Hanson
BFC40F37742742A...
Name: Gail Hanson
Title: Member

SELLER:

Debt Relief Group

DocuSigned by:
By: Billy Burns
3ECDD8C6C1774C9...
Name: William Burns
Title: CEO

Schedule 2.3
Wire Instructions

\$9,238.39

Account Holder Name: Debt Relief Group

Address: 1800 Old Okeechobee Rd Suite 200, West Palm Beach, FL 33409

Routing Number: [REDACTED]

Account Number: [REDACTED]

Customer	Company	Assigned T	Enrolled D	Monthly P	Second Pa	Third Payn	Fourth Pay	Fifth Paym
BATLLC-64 Debt Relie	[REDACTED]	#####		554.38	554.38	554.38	554.38	554.38
BATLLC-65 Debt Relie	[REDACTED]	#####		518.07	518.07	518.07	518.07	518.07
BATLLC-65 Debt Relie	[REDACTED]	#####		433.81	456.48	456.48	456.48	456.48
BATLLC-64 Debt Relie	[REDACTED]	#####		373.26	373.26	373.26	373.26	373.26

Debt Enrol	Total Progi	Total Paym	Fee 1	State	Program L	First Paym	Second Pa	Third Payn	Fourth Pay
41103	19403.47	554.38	39	SC	33 Months Cleared	Open	Open	Open	Open
28916	12433.72	518.07	35	FL	23 Months Cleared	Open	Open	Open	Open
37039	16410.66	433.81	35	VA	35 Months Cleared	Open	Open	Open	Open
24919	13437.28	373.26	40	FL	35 Months Cleared	Open	Open	Open	Open
131977 x .07=		\$9,238.39							

Fifth Paym	Sixth Paym	First Paym	Next Paym	# Drafts	Cl	Pay Freq.	Payment M	Paused	Client Status
Open	Open	#####	#####	1	Monthly	Bank	No	Active File	
Open	Open	#####	#####	1	Monthly	Bank	No	Active File	
Open	Open	#####	#####	1	Monthly	Bank	No	Active File	
Open	Open	#####	#####	1	Monthly	Bank	No	Active File	

Payments	Payment S #	NSFs	# Drafts Remaining
	1 1 of 35	0	34
	1 1 of 24	0	23
	1 1 of 36	0	35
	1 1 of 36	0	35

EXHIBIT “5”

ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

This ACCOUNTS RECEIVABLE PURCHASE AGREEMENT (this “**Agreement**”) is made as of December 21, 2022 (the “**Agreement Date**”), by and between The Litigation Practice Group PC (collectively the “**Buyer**”), and Debt Relief Group (the “**Seller**” or “**LPG**”, and together with the Buyer, the “**Parties**”), and The Litigation Practice Group PC (“**LPG**”).

RECITALS

WHEREAS, in the regular course of business, the Seller originates account receivables from **LPG** in connection with client on-boarding services provided by the Seller to LPG and its affiliates;

WHEREAS, the account receivables represent an obligation of various clients to pay Seller for services that Seller previously provided, but which LPG shall provide from the date of execution of this Agreement;

WHEREAS, the Seller desires to sell, assign, transfer, and deliver to the Buyer, and the Buyer desires to purchase, acquire, and accept from the Seller, certain of these account receivables (the “**Purchased Accounts**”).

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.1 Certain Definitions. Certain defined terms used in this Agreement are set forth on Exhibit A.

ARTICLE 2. ASSIGNMENT AND TRANSFER AND CONSIDERATION

Section 2.1 Assignment of the Purchased Accounts to the Buyer. Upon execution of this Agreement and subject to the terms and conditions set forth herein, the Seller shall sell, assign, transfer, and deliver, and the Buyer shall purchase, acquire, and accept from the Seller, all of the Seller’s right, title, and interest in and to the Purchased Accounts set forth on the spreadsheet attached to this Agreement, free and clear of any Liens. Other than the Purchased Accounts, the Buyer shall not purchase or acquire any other assets of the Seller (collectively, the “**Excluded Assets**”).

Section 2.2 No Assumption of Liabilities. The Buyer shall not assume any Liabilities of the Seller of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereinafter created (collectively, the “**Excluded Liabilities**”).

Section 2.3 Payment of Purchase Price. Buyer shall pay \$191,968.71 (total purchase price) for the Purchased Accounts (the “**Purchase Price**”) by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth in Schedule 2.3 (the “**Wire Instructions**”). The Purchased Accounts are set forth on the attached spreadsheet.

Section 2.4 Guarantee of LPG. If any file acquired by buyer shall fail to make a first payment, LPG will replace the file and bear any cost associated with such replacement. The replacement file shall yield no less than the receivable of the failed file. In addition, if any any calendar month a total of less than 80% of files make a cleared payment, LPG shall replace any non-performing files in such month so that the performance of the file

package as a whole equals 80%. This guarantee shall continue until the completion of the 24th month following execution of this agreement.

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Buyer, as of the Agreement Date and as of the Closing Date, or, if expressly made as of a specified date, as of such specified date, as follows:

Section 3.1 Organization; Good Standing. The Seller is a Limited Liability Company duly organized, validly existing, and in good standing under the Laws of the State of Delaware and is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership or operation of the Business requires such qualification, except where the failure to be so qualified would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, results of operations, financial condition, or assets of the Seller.

Section 3.2 Power and Authority. The Seller has all requisite right, power, and authority to execute, deliver, and perform this Agreement and the Transaction Agreements to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Agreements by the Seller, and the consummation by the Seller of the transactions contemplated hereby and thereby, have been duly approved by the Seller, and no further action is required on the part of the Seller to authorize this Agreement, any Transaction Agreement to which it is a party, or the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Agreements will be, duly and validly executed and delivered by the Seller and, assuming the due and valid authorization, execution, and delivery of this Agreement by the other Parties, and of each such Transaction Agreement by the other parties thereto, constitutes, or will constitute, a valid and binding obligation of the Seller, enforceable against it in accordance with its terms and conditions, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other Laws affecting enforcement of creditor's rights generally and except insofar as the availability of equitable remedies may be limited by applicable Law.

Section 3.3 Title to, and Sufficiency of, the Purchased Accounts. The Seller has and shall convey to the Buyer, at the Closing, good, valid, transferable, and marketable title to, or valid leasehold interests in, all of the Purchased Accounts, free and clear of all Liens.

Section 3.4 Consents. The Seller is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of, any Governmental Body or Third Party, including a party to any assigned contract, in connection with the execution, delivery, and performance by the Seller of this Agreement or any of the Transaction Agreements to which it is a party or the consummation of the transactions contemplated hereby and thereby.

Section 3.5 No Conflicts. The execution and delivery by the Seller of this Agreement and each of the Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, will not conflict with, result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to an additional payment obligation, a right of termination, cancellation, modification, or acceleration of any obligation, or loss of any benefit, under: (a) any provision of the Organizational Documents of the Seller; (b) any contract to which the Seller is party, including, without limitation, any assigned contract; or (c) any Law or order applicable to the Seller or any of the Purchased Accounts.

Section 3.6 Compliance with Laws. The Seller has materially complied, and is now materially complying, with all Laws applicable to the ownership and use of the Purchased Accounts.

Section 3.7 Legal Proceedings. There is no Action of any nature pending or, to the Knowledge of the Seller, threatened against or by the Seller: (a) relating to or affecting the Purchased Accounts or (b) that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement and the Transaction Agreements. No event has occurred or circumstance exists that may give rise to, or serve as a basis for, any such Action.

Section 3.8 Condition of Purchased Accounts. Each Purchased Account shall have received no less than one processed payment.

Section 3.9 Confidentiality. Seller agrees and acknowledges that all Purchased Accounts, the pricing, and all terms set forth in this Agreement are confidential (together, the "**Confidential Information**"). Seller will at all times keep the Confidential Information in confidence and trust. Seller will not, without the prior written consent of an authorized officer of Buyer, (A) copy, use or disclose any Confidential Information, (B) deliver or disclose any Confidential Information to any person or entity outside the Buyer, or (C) use the Confidential Information for Seller's own use or use it to the detriment of Buyer. Notwithstanding the foregoing, Seller may, without consent, use the Confidential Information and disclose and deliver same to Seller's employees or agents, if applicable, who have a need to know, provided such employees or agents have entered into written agreements approved by Buyer and containing provisions at least as restrictive as these provisions. Seller agrees that violation of this Section 3.9. The Parties agree that the disclosure of the Confidential Information in violation of this Agreement may cause the Buyer irreparable harm and that any breach or threatened breach by the Seller entitles Buyer to seek injunctive relief, in addition to any other legal or equitable remedies available to it, in any court of competent jurisdiction.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller, as of the Agreement Date and as of the Closing Date, or, if expressly made as of a specified date, as of such specified date, as follows:

Section 4.1 Organization; Good Standing. The Buyer is a limited liability company, duly organized, validly existing, and in good standing under the Laws of the State of Florida.

Section 4.2 Power and Authority. The Buyer has all requisite right, power, and authority to execute, deliver, and perform this Agreement and the Transaction Agreements to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Agreements by the Buyer, and the consummation by the Buyer of the transactions contemplated hereby and thereby, have been duly approved by the Buyer, and no further action is required on the part of the Buyer to authorize this Agreement, any Transaction Agreement to which it is a party, or the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Agreements will be, duly and validly executed and delivered by the Buyer and, assuming the due and valid authorization, execution, and delivery of this Agreement by the other Parties, and of each such Transaction Agreement by the other parties thereto, constitutes, or will constitute, a valid and binding obligation of the Buyer, enforceable against it in accordance with its terms and conditions, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Laws affecting enforcement of creditor's rights generally and except insofar as the availability of equitable remedies may be limited by applicable Law.

Section 4.3 No Conflicts. The execution and delivery by the Buyer of this Agreement and each of the Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, will not conflict with, result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to an additional payment obligation, a right of termination, cancellation, modification, or acceleration of, any obligation, or loss of any benefit under: (a) any provision of the Buyer's Organizational Documents; (b) any contract to which the Buyer is party, other than the Buyer Representation Agreement; or (c) any Law applicable to the Buyer.

Section 4.4 Sufficient Funds. The Buyer has, and will have, sufficient funds available to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement and the Transaction Agreements.

ARTICLE 5. COVENANTS

Section 5.1 Appropriate Actions.

(a) General. Each of the Parties shall use commercially reasonable efforts to take all actions necessary to consummate the transactions contemplated by this Agreement as soon as reasonably practicable after the execution of this Agreement, including taking all actions necessary to comply promptly with all applicable Laws that may be imposed on it or any of its Affiliates with respect to the Closing.

ARTICLE 6. CLOSING

Section 6.1 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") will take place upon the execution and delivery of this Agreement or at such other time, date, and place as the Parties may agree in writing. The date on which the Closing occurs is hereinafter referred to as the "**Closing Date**." The Parties agree that the Closing may take place by the electronic exchange of executed counterpart documents and the electronic transfer of funds.

Section 6.2 Closing Deliverables of the Seller. At or prior to the Closing, Seller shall deliver to Buyer any of the following if requested by Buyer: (i) a bill of sale and assignment and assumption agreement substantially in the form attached hereto as **Exhibit B** (the "**Bill of Sale and Assignment and Assumption Agreement**"), duly executed by the Seller, effecting the transfer and assignment to, and assumption by, the Buyer of the Purchased Accounts; and (ii) such other customary instruments of transfer, assumption, filings, or documents, in form and substance reasonably satisfactory to the Buyer, as may be required to give effect to this Agreement.

Section 6.3 Closing Deliverables of the Buyer. At or prior to the Closing, the Seller shall have received the following: (i) the Upfront Cash Payment; and (ii) if requested pursuant to Section 6.2, the Bill of Sale and Assignment and Assumption Agreement, duly executed by the Buyer.

Section 6.4 Indemnification by the Seller. Subject to the limitations set forth in this Article 6, the Seller agrees to indemnify and hold harmless the Buyer, including its shareholders, members, directors, managers, officers, employees, Affiliates, and agents (each, a "**Buyer Indemnified Party**" and, collectively, the "**Buyer Indemnified Parties**"), against all claims, losses, Liabilities, damages, deficiencies, diminutions in value, costs, interest, awards, judgments, penalties, and expenses, including reasonable out-of-pocket attorneys' and consultants' fees and expenses and including any such reasonable expenses incurred in connection with investigating, defending against, or settling any of the foregoing (each, a "**Loss**" and, collectively, the "**Losses**") paid, suffered, incurred, sustained, or accrued by any Buyer Indemnified Party, directly or indirectly, as a result of,

arising out of, or in connection with: (a) any inaccuracy in, or breach of, any of the representations or warranties of the Seller contained in this Agreement, (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by the Seller pursuant to this Agreement, (c) any Excluded Asset or any Excluded Liability.

Section 6.5 Indemnification by the Buyer. Subject to the limitations set forth in this Article 6, the Buyer agrees to indemnify and hold harmless the Seller, including its Affiliates and agents (each, a “**Seller Indemnified Party**” and, collectively, the “**Seller Indemnified Parties**”), against all Losses paid, suffered, incurred, sustained, or accrued by any Seller Indemnified Party, directly or indirectly, as a result of, arising out of, or in connection with: (a) any inaccuracy in, or breach of, any of the representations or warranties of the Buyer contained in this Agreement; (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by the Buyer pursuant to this Agreement; (c) any event or occurrence related to the Purchased Accounts or Buyer occurring after the Closing; or (d) resulting from any omissions or misstatements made by Buyer to investors or potential investors.

Section 6.6 Indemnification Procedures.

(a) No Restraints. Promptly following receipt by an Indemnified Party of notice by a Third Party (including any Governmental Body) of any complaint, dispute, or claim or the commencement of any audit, investigation, Action or proceeding with respect to which such Indemnified Party may be entitled to indemnification pursuant hereto (a “**Third-party Claim**”), such Indemnified Party shall provide written notice thereof to the Indemnifying Party, provided, however, that the failure to so notify the Indemnifying Party shall relieve the Indemnifying Party from Liability hereunder with respect to such Third-party Claim only if, and only to the extent that, such failure to so notify the Indemnifying Party results in the forfeiture by the Indemnifying Party of rights and defenses otherwise available to the Indemnifying Party with respect to such Third-party Claim. The Indemnifying Party shall have the right, upon written notice delivered to the Indemnified Party within twenty days thereafter assuming full responsibility for any Losses resulting from such Third-party Claim, to assume the defense of such Third-party Claim, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the fees and disbursements of such counsel; provided, however, if the Indemnifying Party declines or fails to assume the defense of such Third-party Claim on the terms provided above or to employ counsel reasonably satisfactory to the Indemnified Party, in either case within such twenty day period, then any Losses shall include the reasonable fees and disbursements of counsel for the Indemnified Party as incurred. In any Third-party Claim for which indemnification is being sought hereunder the Indemnified Party or the Indemnifying Party, whichever is not assuming the defense of such Third-party Claim, shall have the right to participate in such matter and to retain its own counsel at such Party’s own expense. The Indemnifying Party or the Indemnified Party (as the case may be) shall at all times use reasonable efforts to keep the Indemnifying Party or Indemnified Party (as the case may be) reasonably apprised of the status of the defense of any matter, the defense of which it is maintaining, and to cooperate in good faith with each other with respect to the defense of any such matter.

(b) No Indemnified Party may settle or compromise any Third-party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder without the prior written consent of the Indemnifying Party (which may not be unreasonably withheld or delayed), unless (i) the Indemnifying Party fails to assume and maintain the defense of such Third-party Claim or (ii) such settlement, compromise, or consent includes an unconditional release of the Indemnifying Party and its officers, directors, employees and Affiliates from all Liability arising out of, or related to, such Third-party Claim. An Indemnifying Party may not, without the prior written consent of the Indemnified Party, settle or compromise any Third-party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless such settlement, compromise, or consent (A) includes an unconditional release of the Indemnified Party and its officers, directors, employees, and Affiliates from all Liability arising out of, or related to, such Third-party

Claim, (B) does not contain any admission or statement suggesting any wrongdoing or Liability on behalf of the Indemnified Party, and (C) does not contain any equitable order, judgment, or term that in any manner affects, restrains, or interferes with the business of the Indemnified Party or any of the Indemnified Party's Affiliates.

(c) If an Indemnified Party claims a right to payment pursuant hereto with respect to any matter not involving a Third-party Claim (a "**Direct Claim**"), such Indemnified Party shall send written notice of such claim to the appropriate Indemnifying Party (each, a "**Notice of Claim**"). Such Notice of Claim shall specify the basis for such Direct Claim. The failure by any Indemnified Party so to notify the Indemnifying Party shall not relieve the Indemnifying Party from any Liability that it may have to such Indemnified Party with respect to any Direct Claim made pursuant to this Section 6.6(c). If the Indemnifying Party does not notify the Indemnified Party within thirty days following its receipt of such Notice of Claim that the Indemnifying Party disputes its Liability to the Indemnified Party under this Article 6 or the amount thereof, the Direct Claim specified by the Indemnified Party in such Notice of Claim shall be conclusively deemed a Liability of the Indemnifying Party under this Article 6, and the Indemnifying Party shall pay the amount of such Liability to the Indemnified Party on demand or, in the case of any Notice of Claim in which the amount of the Direct Claim (or any portion of the Direct Claim) is estimated, on such later date when the amount of such Direct Claim (or such portion of such Direct Claim) becomes finally determined. In the event that the Indemnifying Party has timely disputed its Liability with respect to such Direct Claim as provided above, as promptly as possible, such Indemnified Party and the appropriate Indemnifying Party shall establish the merits and amount of such Direct Claim (by mutual agreement, litigation, arbitration or otherwise) and, within five business days following the final determination of the merits and amount of such Direct Claim, the Indemnifying Party shall pay to the Indemnified Party an amount equal to such Direct Claim as determined hereunder.

ARTICLE 7. MISCELLANEOUS

Section 7.1 Entire Agreement; Amendment. This Agreement and the Transaction Agreements (including the exhibits hereto and thereto and the documents referred to therein) constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof. This Agreement may be amended with the written consent of each of the Parties or any successor thereto by execution of an instrument in writing.

Section 7.2 Waivers. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. To the maximum extent permitted by applicable Law: (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Parties; (b) no waiver that may be given by a Party will be applicable except in the specific instance for what it is given; and (c) no notice to, or demand on, one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the Transaction Agreements.

Section 7.3 Notices. All notices and other communications required or permitted hereunder shall be made to the address of a Party listed on the signature page to this Agreement and shall be (a) in writing, (b) effective when given, and (c), in any event, deemed to be given upon receipt or, if earlier: (i) upon delivery, if delivered by hand; (ii) two business days after deposit with FedEx Express or similar recognized international overnight courier service, freight prepaid; or (iii) one business day after facsimile or electronic mail transmission. A Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties advance written notice pursuant to the provisions above.

Section 7.4 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties named herein and their respective successors and permitted assigns. Neither this Agreement nor any rights or obligations of a Party hereunder shall be assigned by a Party (unless to an Affiliate of such Party) without the prior written consent of the other Parties. This Agreement will be binding upon any permitted assignee of any Party. No assignment shall have the effect of relieving any Party to this Agreement of any of its obligations hereunder.

Section 7.5 Public Disclosure. Except as may be required by Law, the Seller shall not issue any statement or communication to any Third Party (other than its respective agents) regarding the subject matter of this Agreement or the transactions contemplated hereby, including, if applicable, the termination of this Agreement and the reasons therefor, without the prior written consent of the Buyer.

Section 7.6 Expenses and Fees. Whether or not the Closing occurs, all fees and expenses incurred in connection with this transactions contemplated by this Agreement, including all legal, accounting, financial advisory, consulting and all other fees and expenses of Third Parties incurred by a Party in connection with the negotiation and effectuation of the terms and conditions of this Agreement and the transactions contemplated hereby, shall be the obligation of the respective Party incurring such fees and expenses.

Section 7.7 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement was not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled hereunder, at Law or in equity.

Section 7.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 7.9 Governing Law. This Agreement shall, in all respects, be construed in accordance with, and governed by, the Laws of the State of California without regard to conflict of Laws principles.

Section 7.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Section 7.11 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

BUYER:

The Litigation Practice Group P.C.

DocuSigned by:
By: Daniel S March
9D494DB1993341E...
Name: Daniel S March
Title: Managing Shareholder

SELLER:

Debt Relief Group

DocuSigned by:
By: [Signature]
3ECDD8C0C1774C8...
Name: William Burns
Title: CEO

APPROVAL OF ASSIGNMENT AND GUARANTEE

The assignment of the Purchased Accounts set forth in this Agreement as well as the guarantee included therein is hereby approved, and with respect to the Purchased Accounts, the Buyer shall have all rights of Buyer as set forth in this agreement.

The Litigation Practice Group P.C.

DocuSigned by:
By: Daniel S March
9D494DB1993341E...
Name: Daniel S. March
Title: Managing Shareholder

EXHIBIT A**DEFINITIONS**

As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

(a) **"Action"** shall mean any civil, criminal, or administrative action, claim, suit, demand, charge, citation, reexamination, opposition, interference, decree, injunction, mediation, hearing, notice of violation, demand letter, litigation, proceeding, labor dispute, arbitral action, governmental or other audit, inquiry, criminal prosecution, investigation, unfair labor practice charge, or complaint.

(b) **"Agreement"** shall have the meaning set forth in the preamble to this Agreement.

(c) **"Agreement Date"** shall have the meaning set forth in the preamble to this Agreement.

(d) **"Affiliate"** shall mean (i) with respect to any non-natural Person, any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person and (ii), with respect to any individual, (A) family members of such individual, by blood, adoption, or marriage, (B) such individual's spouse or ex-spouse and (C) any Person that is directly or indirectly under the control of any of the foregoing individuals. For purposes of this definition, "control" (including with correlative meanings, the terms "controlling," "controlled by," and under "common control with") means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

(e) **"Bill of Sale and Assignment and Assumption Agreement"** shall have the meaning set forth in Section 6.2.

(f) **"Business"** shall mean the business of the Seller as conducted on the Agreement Date.

(g) **"Buyer"** shall have the meaning set forth in the preamble to this Agreement.

(h) **"Buyer Indemnified Parties"** shall have the meaning set forth in Section 6.4.

(i) **"Closing"** shall have the meaning set forth in Section 6.1.

(j) **"Closing Date"** shall have the meaning set forth in Section 6.1.

(k) **"Direct Claim"** shall have the meaning set forth in Section 6.6(c).

(l) **"Excluded Assets"** shall have the meaning set forth in Section 2.1.

(m) **"Excluded Liabilities"** shall have the meaning set forth in Section 2.2.

(n) **"Governmental Body"** shall mean any: (i) nation, province, state, county, city, town, village, district, or other jurisdiction of any nature; (ii) federal, provincial, state, local, municipal, foreign, or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

(o) **"Indebtedness"** means, without duplication and with respect to the Seller, all: (i) indebtedness for borrowed money; (ii) obligations for the deferred purchase price of property or services; (iii) long or short-term obligations evidenced by notes, bonds, debentures or other similar instruments; (iv) obligations under any interest rate, currency swap, or other hedging agreement or arrangement; (v) capital lease obligations; (vi) reimbursement obligations under any letter of credit, banker's acceptance or similar credit transactions; (vii) guarantees made by the Seller on behalf of any third party in respect of obligations of the kind referred to in the foregoing clauses (i) through (vi); and (viii) any unpaid interest, prepayment penalties, premiums, costs and fees that would arise or become due as a result of the prepayment of any of the obligations referred to in the foregoing clauses (i) through (vii).

(p) **"Indemnified Party"** shall mean a Buyer Indemnified Party or a Seller Indemnified Party, as the case may be, making a claim for indemnification under Article 6.

(q) **"Indemnifying Party"** shall mean a Party against whom a claim for indemnification is asserted under Article 6.

(r) **"Knowledge"** shall mean, with respect to the Seller, the actual or constructive knowledge of all facts relevant to this transaction and the transacting parties, after due inquiry.

(s) **"Law"** shall mean any law, statute, ordinance, regulation, rule, code, notice requirement, court decision, or agency guideline, of any foreign, federal, state, or local Governmental Body.

(t) **"Liabilities"** shall mean any direct or indirect liability, Indebtedness, obligation, commitment, expense, claim, deficiency, guaranty, or endorsement of, or by, any Person of any type, known or unknown, and whether accrued, absolute, contingent, matured, unmatured, determined or undeterminable, on- or off-balance sheet, or other.

(u) **"Lien"** shall mean any mortgage, pledge, lien, charge, claim, security interest, adverse claims of ownership or use, restrictions on transfer, defect of title, or other encumbrance of any sort.

(v) **"Losses"** shall have the meaning set forth in Section 6.4.

(w) **"Notice of Claim"** shall have the meaning set forth in Section 6.6(c).

(x) **"Organizational Documents"** shall mean, with respect to a Person, the charter, bylaws, limited liability company agreement, and other organizational documents of such Person, in each case, as amended.

(y) **"Party"** or **"Parties"** shall have the meaning set forth in the preamble to this Agreement.

(z) **"Permitted Liens"** shall mean (i) Liens for Taxes not yet delinquent or being contested in good faith by appropriate proceedings, (ii) statutory Liens (including materialmen's, warehousemen's, mechanic's, repairmen's, landlord's, and other similar Liens) arising in the ordinary course of business securing payments not yet delinquent or being contested in good faith by appropriate proceedings, and (iii) restrictive covenants, easements, and defects, imperfections or irregularities of title, if any, of a nature that do not materially and adversely affect the assets or properties subject thereto.

(aa) **"Person"** shall mean any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, Governmental Body, or other entity.

(bb) **"Purchase Price"** shall have the meaning set forth in Section 2.3.

(cc) **"Purchased Accounts"** shall have the meaning set forth in the Recitals.

(dd) **"Seller"** shall have the meaning set forth in the preamble to this Agreement.

(ee) **"Seller Indemnified Parties"** shall have the meaning set forth in Section 6.5.

(ff) **"Tax" or "Taxes"** shall mean any U.S. federal, state, local or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, escheat, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

(gg) **"Tax Returns"** means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

(hh) **"Third Party" or "Third Parties"** shall mean any Person other than the Parties or their respective Affiliates.

(ii) **"Third-party Claim"** shall have the meaning set forth in Section 6.6(a).

(jj) **"Transaction Agreements"** shall mean the Bill of Sale and Assignment and Assumption Agreement, and each other agreement, instrument, and/or certificate contemplated by this Agreement or such other agreements to be executed in connection with the transactions contemplated hereby or thereby.

(kk) **"Upfront Cash Payment"** shall have the meaning set forth in Section 2.3.

(ll) **"Wire Instructions"** shall have the meaning set forth in Section 2.3.

EXHIBIT B**FORM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”), is made by and between **Buyer**, and **Seller**. Each of the Seller and the Buyer are sometimes referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**.”

WHEREAS, the Buyer and the Seller have entered into that certain Accounts Receivable Purchase Agreement, of even date herewith (the “**Purchase Agreement**”), pursuant to which the Seller has agreed to sell, assign, transfer, and deliver to the Buyer, and the Buyer has agreed to purchase, acquire, and accept from the Seller, all right, title, and interest of the Seller in and to the Purchased Accounts, free and clear of any Liens.

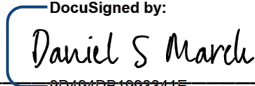
NOW, THEREFORE, in consideration of the covenants and representations set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Defined Terms.** Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Purchase Agreement.
2. **Sale of Purchased Accounts; Assignment.** The Seller hereby sells, assigns, transfers, and delivers to the Buyer, and the Buyer hereby purchases, acquires, and accepts from the Seller, all right, title, and interest of the Seller in and to the Purchased Accounts, free and clear of any Liens.
3. **Further Assurances.** Each of the Parties agrees, from time to time, at the request of the any other Party, to execute and deliver such other instruments of conveyance, power of attorney, sale, transfer, or assignment and take such other actions as such other Party may reasonably request in order to more effectively consummate the transactions contemplated by this Agreement.
4. **Terms of the Purchase Agreement.** This Agreement is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Purchased Accounts are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of page intentionally left blank.]

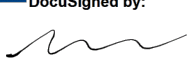
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

BUYER: The Litigation Practice Group P.C.

By: 
DocuSigned by:
9D494DB1993341E...
Name: Daniel S. March
Title: Managing Shareholder

SELLER:

Debt Relief Group

By: 
DocuSigned by:
3E0DBB660177409...
Name: William Burns
Title: CEO

Schedule 2.3
Wire Instructions

\$191,968.71

Account Holder Name: Debt Relief Group

Address: 1800 Old Okeechobee Rd Suite 200, West Palm Beach, FL 33409

Routing Number: [REDACTED]

Account Number: [REDACTED]

Full Name	Customer I	Company	Assigned T	Enrolled D	Monthly P	Second Pay	Third Paym	Fourth Pay	Fifth Paym
	ATLLC-63	Debt Relief	#####		340.95	340.95	340.95	340.95	681.9
	ATLLC-64	Debt Relief	#####		287.02	287.02	287.02	287.02	287.02
	ATLLC-65	Debt Relief	#####		254.12	254.12	254.12	254.12	254.12
	ATLLC-64	Debt Relief	#####		357.71	357.71	357.71	357.71	357.71
	ATLLC-65	Debt Relief	#####		251.04	251.04	251.04	251.04	251.04
	ATLLC-65	Debt Relief	#####		263.95	263.95	263.95	263.95	263.95
	ATLLC-65	Debt Relief	#####		296.82	273.79	273.79	273.79	273.79
	ATLLC-65	Debt Relief	#####		540.86	540.86	540.86	540.86	540.86
	ATLLC-65	Debt Relief	#####		252.57	252.57	252.57	252.57	252.57
	ATLLC-65	Debt Relief	#####		251.53	251.53	251.53	251.53	251.53
	ATLLC-65	Debt Relief	#####		251.79	251.79	251.79	251.79	251.79
	ATLLC-65	Debt Relief	#####		251.26	251.26	251.26	251.26	251.26
	ATLLC-65	Debt Relief	#####		273.6	273.6	273.6	273.6	273.6
	ATLLC-65	Debt Relief	#####		259.92	259.92	259.92	259.92	259.92
	ATLLC-65	Debt Relief	#####		258.98	258.98	258.98	258.98	258.98
	ATLLC-65	Debt Relief	#####		276.01	276.01	276.01	276.01	276.01
	ATLLC-65	Debt Relief	#####		338.29	338.29	338.29	338.29	338.29
	ATLLC-65	Debt Relief	#####		256.67	256.67	256.67	256.67	256.67
	ATLLC-65	Debt Relief	#####		400.64	400.64	400.64	400.64	400.64
	ATLLC-65	Debt Relief	#####		261.76	261.76	261.76	261.76	261.76
	ATLLC-65	Debt Relief	#####		254.5	254.5	254.5	254.5	254.5
	ATLLC-65	Debt Relief	#####		258.14	258.14	258.14	258.14	258.14
	ATLLC-65	Debt Relief	#####		327.18	327.18	327.18	327.18	327.18
	ATLLC-65	Debt Relief	#####		252.47	252.47	252.47	252.47	252.47
	ATLLC-65	Debt Relief	#####		332.42	332.42	332.42	332.42	332.42
	ATLLC-65	Debt Relief	#####		250.47	250.47	250.47	250.47	250.47
	ATLLC-65	Debt Relief	#####		257.91	257.91	257.91	257.91	257.91
	ATLLC-65	Debt Relief	#####		250.92	204.56	204.56	204.56	204.56
	ATLLC-65	Debt Relief	#####		521.37	521.37	521.37	521.37	521.37
	ATLLC-65	Debt Relief	#####		251.84	251.84	251.84	251.84	251.84
	ATLLC-65	Debt Relief	#####		251.72	251.72	251.72	251.72	251.72
	ATLLC-65	Debt Relief	#####		252.3	252.3	252.3	252.3	252.3
	ATLLC-65	Debt Relief	#####		279.48	311.59	311.59	311.59	311.59
	ATLLC-65	Debt Relief	#####		614.43	614.43	614.43	614.43	614.43
	ATLLC-65	Debt Relief	#####		293.03	293.03	293.03	293.03	293.03
	ATLLC-65	Debt Relief	#####		252.3	252.3	252.3	252.3	252.3
	ATLLC-66	Debt Relief	#####		251.37	251.37	251.37	251.37	251.37
	ATLLC-66	Debt Relief	#####		715.76	625.35	625.35	625.35	625.35
	ATLLC-66	Debt Relief	#####		259.16	259.16	259.16	259.16	259.16
	ATLLC-66	Debt Relief	#####		293.8	293.8	293.8	293.8	293.8
	ATLLC-66	Debt Relief	#####		253.94	253.94	253.94	253.94	253.94
	ATLLC-66	Debt Relief	#####		293.79	293.79	293.79	293.79	293.79
	ATLLC-66	Debt Relief	#####		436.18	436.18	436.18	436.18	436.18
	ATLLC-66	Debt Relief	#####		422.55	422.55	422.55	422.55	422.55
	ATLLC-66	Debt Relief	#####		250.07	250.07	250.07	250.07	250.07
	ATLLC-66	Debt Relief	#####		508.73	508.73	508.73	508.73	508.73

BATLLC-66 Debt Relief	#####	157.85	157	314.85	314.85	314.85
BATLLC-66 Debt Relief	#####	399.14	399.14	399.14	399.14	399.14
BATLLC-66 Debt Relief	#####	250.56	250.56	250.56	250.56	250.56
BATLLC-66 Debt Relief	#####	308.14	308.14	308.14	308.14	308.14
BATLLC-66 Debt Relief	#####	252.96	252.96	252.96	252.96	252.96
BATLLC-66 Debt Relief	#####	262.08	262.08	262.08	262.08	262.08
BATLLC-66 Debt Relief	#####	385.92	385.92	385.92	385.92	385.92
BATLLC-66 Debt Relief	#####	475.09	475.09	475.09	475.09	475.09
BATLLC-66 Debt Relief	#####	267.73	267.73	267.73	267.73	267.73
BATLLC-66 Debt Relief	#####	484.21	484.21	484.21	484.21	484.21
BATLLC-66 Debt Relief	#####	257.18	257.18	257.18	257.18	257.18
BATLLC-66 Debt Relief	#####	255.14	255.14	255.14	255.14	255.14
BATLLC-66 Debt Relief	#####	516.98	516.98	516.98	516.98	516.98
BATLLC-66 Debt Relief	#####	256.39	256.39	256.39	256.39	256.39
BATLLC-66 Debt Relief	#####	422.42	422.42	422.42	422.42	422.42
BATLLC-66 Debt Relief	#####	259.8	259.8	259.8	259.8	259.8
BATLLC-66 Debt Relief	#####	135.13	135.13	135.13	135.13	135.13
BATLLC-66 Debt Relief	#####	379.09	379.09	379.09	379.09	379.09
BATLLC-66 Debt Relief	#####	251.49	251.49	251.49	251.49	251.49
BATLLC-66 Debt Relief	#####	353.46	353.46	353.46	353.46	353.46
BATLLC-66 Debt Relief	#####	251.77	251.77	251.77	251.77	251.77
BATLLC-66 Debt Relief	#####	260.47	260.47	260.47	260.47	260.47
BATLLC-66 Debt Relief	#####	532.35	398.81	398.81	398.81	398.81
BATLLC-66 Debt Relief	#####	458.18	458.18	458.18	458.18	458.18
BATLLC-66 Debt Relief	#####	335	335	335	335	335
BATLLC-66 Debt Relief	#####	252.76	252.76	252.76	252.76	252.76
BATLLC-66 Debt Relief	#####	252.96	252.96	252.96	252.96	252.96
BATLLC-66 Debt Relief	#####	1149.74	1149.74	1149.74	1149.74	1149.74
BATLLC-66 Debt Relief	#####	1003.05	1003.05	1003.05	1003.05	1003.05
BATLLC-66 Debt Relief	#####	253.92	253.92	253.92	253.92	253.92
BATLLC-66 Debt Relief	#####	252.29	252.29	252.29	252.29	252.29
BATLLC-66 Debt Relief	#####	260.48	260.48	260.48	260.48	260.48
BATLLC-66 Debt Relief	#####	250.3	250.3	250.3	250.3	250.3
BATLLC-66 Debt Relief	#####	458.35	458.35	458.35	458.35	458.35
BATLLC-66 Debt Relief	#####	261.43	261.43	261.43	261.43	261.43
BATLLC-66 Debt Relief	#####	381.91	381.91	381.91	381.91	381.91
BATLLC-66 Debt Relief	#####	701.31	701.31	701.31	701.31	701.31
BATLLC-66 Debt Relief	#####	253.43	253.43	253.43	253.43	253.43
BATLLC-66 Debt Relief	#####	250.48	250.48	250.48	250.48	250.48
BATLLC-66 Debt Relief	#####	386.39	386.39	386.39	386.39	386.39
BATLLC-66 Debt Relief	#####	251.22	251.22	251.22	251.22	251.22
BATLLC-66 Debt Relief	#####	252.71	252.71	252.71	252.71	252.71
BATLLC-66 Debt Relief	#####	255.35	255.35	255.35	255.35	255.35
BATLLC-66 Debt Relief	#####	250.3	250.3	250.3	250.3	250.3
BATLLC-66 Debt Relief	#####	349.8	349.8	349.8	349.8	349.8
BATLLC-67 Debt Relief	#####	254	254	254	254	254
BATLLC-67 Debt Relief	#####	270.74	270.74	270.74	270.74	270.74

BATLLC-67 Debt Relief	#####	251.26	251.26	251.26	251.26	251.26
BATLLC-67 Debt Relief	#####	353.78	353.78	353.78	353.78	353.78
BATLLC-66 Debt Relief	#####	134.14	134.14	134.14	134.14	134.14
BATLLC-66 Debt Relief	#####	253.96	253.96	253.96	253.96	253.96
BATLLC-66 Debt Relief	#####	253.75	253.75	253.75	253.75	253.75
BATLLC-66 Debt Relief	#####	288.05	288.05	288.05	288.05	288.05
BATLLC-66 Debt Relief	#####	289.47	289.47	289.47	289.47	289.47
BATLLC-65 Debt Relief	#####	257.8	257.8	257.8	257.8	257.8
BATLLC-66 Debt Relief	#####	117.57	117.57	117.57	117.57	117.57
BATLLC-66 Debt Relief	#####	251.26	251.26	251.26	251.26	251.26
BATLLC-67 Debt Relief	#####	252.36	252.36	252.36	252.36	252.36
BATLLC-63 Debt Relief	#####	373.25	373.25	373.25	373.25	373.25
BATLLC-64 Debt Relief	#####	251.39	251.39	251.39	251.39	251.39
BATLLC-65 Debt Relief	#####	251.38	251.38	251.38	251.38	251.38
BATLLC-65 Debt Relief	#####	271.11	271.11	271.11	271.11	271.11
BATLLC-65 Debt Relief	#####	973.6	973.6	973.6	973.6	973.6
BATLLC-66 Debt Relief	#####	342.85	342.85	342.85	342.85	342.85
BATLLC-66 Debt Relief	#####	250.52	250.52	250.52	250.52	250.52
BATLLC-65 Debt Relief	#####	251.39	251.39	251.39	251.39	251.39
BATLLC-63 Debt Relief	#####	262.41	287.41	262.41	262.41	262.41
BATLLC-65 Debt Relief	#####	255.78	280.78	255.78	255.78	255.78
BATLLC-65 Debt Relief	#####	251.15	251.15	251.15	251.15	251.15
BATLLC-65 Debt Relief	#####	507.55	507.55	507.55	507.55	507.55
BATLLC-65 Debt Relief	#####	253.91	278.91	278.91	253.91	253.91
BATLLC-65 Debt Relief	#####	259.32	284.32	259.32	259.32	259.32
BATLLC-66 Debt Relief	#####	431.28	456.28	250.39	250.39	250.39
BATLLC-66 Debt Relief	#####	321.31	346.31	321.31	321.31	321.31
BATLLC-66 Debt Relief	#####	266.63	266.63	263.72	263.72	263.72
BATLLC-66 Debt Relief	#####	376.97	376.97	376.97	376.97	376.97
BATLLC-66 Debt Relief	#####	2524.72	2524.72	2418.82	2418.82	2418.82
BATLLC-66 Debt Relief	#####	395.61	420.61	395.61	395.61	395.61
BATLLC-63 Debt Relief	#####	336.81	361.81	336.81	336.81	336.81

Debt Enrol	Total Progr	Total Paym	Fee 1	State	Program L	First Paym	Second Pay	Third Paym	Fourth Pay
23234	13978.89	681.9		40 NE	38 Months Cancel	Returned	/	Returned	/
17430	9471.68	287.02		35 TX	32 Months Cancel	Cleared	Open	Open	
10516	6098.88	254.12		36 CA	22 Months Cancel	Cleared	Open	Open	
26880	12877.68	357.71		35 MA	34 Months Cleared	Open	Open	Open	
7733	6024.96	251.04		48 AL	23 Months Cleared	Open	Open	Open	
19151	10558.05	263.95		35 CA	38 Months Cleared	Open	Open	Open	
14193	7689.22	296.82		35 TN	26 Months Cleared	Open	Open	Open	
76196	32451.4	540.86		35 CO	58 Months Cleared	Open	Open	Open	
7497	6061.62	252.57		50 CA	23 Months Cleared	Open	Open	Open	
9082	6036.74	251.53		41 MD	23 Months Cleared	Open	Open	Open	
10657	6043.07	251.79		35 NM	23 Months Cleared	Open	Open	Open	
9782	6030.28	251.26		38 AR	23 Months Cleared	Open	Open	Open	
18228	9849.48	273.6		35 GA	35 Months Cleared	Open	Open	Open	
14018	7797.7	259.92		35 MD	29 Months Cleared	Open	Open	Open	
16260	9064.3	258.98		35 MO	34 Months Cleared	Open	Open	Open	
18476	9936.28	276.01		35 WY	35 Months Cleared	Open	Open	Open	
16588	8118.92	338.29		35 VA	22 Months Cleared	Open	Open	Open	
10991	6159.97	256.67		35 CA	23 Months Cleared	Open	Open	Open	
34772	16025.39	400.64		35 TN	39 Months Cleared	Open	Open	Open	
16538	10470.4	261.76		40 MI	38 Months Cleared	Open	Open	Open	
14005	7889.53	254.5		35 IA	30 Months Cleared	Open	Open	Open	
18487	10325.65	258.14		35 TX	39 Months Cleared	Open	Open	Open	
26377.34	13087.27	327.18		35 IL	39 Months Cleared	Open	Open	Open	
8325	6059.37	252.47		45 NY	22 Months Cleared	Open	Open	Open	
21244	11967.28	332.42		40 FL	35 Months Cleared	Open	Open	Open	
10566	6011.22	250.47		35 OH	22 Months Cleared	Open	Open	Open	
11076	6189.72	257.91		35 MI	23 Months Cleared	Open	Open	Open	
12363	8228.61	250.92		35 MD	39 Months Cleared	Open	Open	Open	
29142	12512.82	521.37		35 SC	23 Months Cleared	Open	Open	Open	
7773	6044.16	251.84		48 WA	22 Months Cleared	Open	Open	Open	
11983	6796.31	251.72		35 NY	26 Months Cleared	Open	Open	Open	
9127	6055.19	252.3		41 CA	23 Months Cleared	Open	Open	Open	
22136	11185.17	279.48		35 FL	35 Months Cleared	Open	Open	Open	
44404	18432.8	614.43		35 TX	29 Months Cleared	Open	Open	Open	
22474	11721.1	293.03		35 AL	39 Months Cleared	████	Open	Open	
7484	6055.12	252.3		50 NY	23 Months Cleared	Open	Open	Open	
8266	6032.82	251.37		45 NY	23 Months Cleared	Open	Open	Open	
36272	15098.73	715.76		35 WA	23 Months Cleared	Open	Open	Open	
11162	6219.82	259.16		35 IL	23 Months Cleared	Open	Open	Open	
20306	10576.78	293.8		35 NC	35 Months Cleared	Open	Open	Open	
10504	6094.56	253.94		36 CA	22 Months Cleared	Open	Open	Open	
16921	8813.75	293.79		35 TN	29 Months Cleared	Open	Open	Open	
37863	17010.87	436.18		35 PA	38 Months Cleared	Open	Open	Open	
17791	10141.16	422.55		44 KY	23 Months Cleared	Open	Open	Open	
16650	9752.82	250.07		36 IL	37 Months Cleared	Open	Open	Open	
36522	15770.48	508.73		35 CT	29 Months Cleared	Open	Open	Open	

24967.63	12593.87	314.85	35 FL	39 Months Cleared	Cleared	Open	Open
20761	9579.47	399.14	35 NJ	24 Months Cleared	Open	Open	Open
7008	5011.12	250.56	44 MA	19 Months Cleared	Open	Open	Open
21176	12325.6	308.14	40 MO	39 Months Cleared	Open	Open	Open
15211	8600.77	252.96	35 TX	33 Months Cleared	Open	Open	Open
14203	7862.45	262.08	35 TN	29 Months Cleared	Open	Open	Open
19854	9262.02	385.92	35 AL	23 Months Cleared	Open	Open	Open
43281	19003.55	475.09	35 IA	39 Months Cleared	Open	Open	Open
10281	6425.52	267.73	40 OH	23 Months Cleared	Open	Open	Open
53187.6	23241.9	484.21	35 NY	46 Months Cleared	Open	Open	Open
12864	7201.04	257.18	35 TX	26 Months Cleared	Open	Open	Open
11340	6378.5	255.14	35 TN	24 Months Cleared	Open	Open	Open
28841	12407.47	516.98	35 TX	23 Months Cleared	Open	Open	Open
18287	10255.65	256.39	35 MD	39 Months Cleared	Open	Open	Open
37262	16896.9	422.42	35 PA	39 Months Cleared	Open	Open	Open
11206	6235.22	259.8	35 CA	23 Months Cleared	Open	Open	Open
13413.39	7296.95	270.26	35 GA	24 Months Cleared	Cleared	Open	Open
29079	13647.33	379.09	35 IN	34 Months Cleared	Open	Open	Open
6980	4526.84	251.49	40 WI	17 Months Cleared	Open	Open	Open
28922	12724.72	353.46	32 NE	35 Months Cleared	Open	Open	Open
15160	10070.8	251.77	41 KS	39 Months Cleared	Open	Open	Open
15471	8595.39	260.47	35 OK	31 Months Cleared	Open	Open	Open
18146	9705.06	532.35	40 OH	22 Months Cleared	Open	Open	Open
41349	18327.35	458.18	35 OH	39 Months Cleared	Open	Open	Open
21817	10720.11	335	35 NM	31 Months Cleared	Open	Open	Open
10723	6066.17	252.76	35 MO	23 Months Cleared	Open	Open	Open
9395	6071.12	252.96	40 NC	23 Months Cleared	Open	Open	Open
120384.5	45989.78	1149.74	35 NY	39 Months Cleared	Open	Open	Open
68000	30091.4	1003.05	40 NY	29 Months Cleared	Open	Open	Open
13391	8633.32	253.92	40 VT	33 Months Cleared	Open	Open	Open
6845	4541.29	252.29	41 FL	17 Months Cleared	Open	Open	Open
9846	6251.52	260.48	40 GA	23 Months Cleared	Open	Open	Open
8551	5005.96	250.3	36 OH	19 Months Cleared	Open	Open	Open
31026	13750.5	458.35	35 NY	29 Months Cleared	Open	Open	Open
11318	6274.42	261.43	35 AL	23 Months Cleared	Open	Open	Open
29369	13748.83	381.91	35 AZ	35 Months Cleared	Open	Open	Open
48394	19636.54	701.31	35 TX	27 Months Cleared	Open	Open	Open
9423	6082.32	253.43	40 VA	23 Months Cleared	Open	Open	Open
5574	4258.24	250.48	47 OH	16 Months Cleared	Open	Open	Open
26515	12364.41	386.39	35 AL	31 Months Cleared	Open	Open	Open
6059	4521.98	251.22	46 SC	16 Months Cleared	Open	Open	Open
7035	4548.84	252.71	40 MA	17 Months Cleared	Open	Open	Open
10901	6128.47	255.35	35 NJ	23 Months Cleared	Open	Open	Open
8591	6007.25	250.3	43 PA	22 Months Cleared	Open	Open	Open
19833	12592.86	349.8	46 KY	35 Months Cleared	Open	Open	Open
10808	6095.92	254	35 FL	22 Months Cleared	Open	Open	Open
15443	8392.83	270.74	35 AR	30 Months Cleared	Open	Open	Open

7586	6030.26	251.26	49 TX	23 Months Cleared	Open	Open	Open
17650	8490.62	353.78	35 WI	22 Months Cleared	Open	Open	Open
17190	9389.8	134.14	35 NH	31 Months Cleared	Open	Open	Open
10505	6094.92	253.96	36 CO	23 Months Cleared	Open	Open	Open
10791	6089.97	253.75	35 IA	23 Months Cleared	Open	Open	Open
17250	10369.68	288.05	40 OH	35 Months Cleared	Open	Open	Open
19309	11578.8	289.47	40 MI	39 Months Cleared	Open	Open	Open
9685	6187.12	257.8	40 CA	22 Months Cleared	Open	Open	Open
7240	5643.52	235.14	46 CA	21 Months Cleared	Cleared	Open	Open
7586	6030.26	251.26	49 PA	23 Months Cleared	Open	Open	Open
9359	6056.72	252.36	40 FL	23 Months Cleared	Open	Open	Open
24918	13436.88	373.25	40 IL	35 Months Cleared	Returned /	Open	Open
17715	10055.45	251.39	35 NJ	38 Months Cleared	Returned /	Open	Open
7592	6033.2	251.38	49 NJ	23 Months Cleared	Returned /	Open	Open
14977	8133.35	271.11	35 CA	28 Months Cleared	Returned /	Open	Open
60152	23366.32	973.6	35 NY	23 Months Cleared	Returned /	Open	Open
23943	11656.97	342.85	35 FL	33 Months Cleared	Open	Open	Open
9735	6012.42	250.52	38 OR	23 Months Cleared	Open	Open	Open
12819.35	7541.81	251.39	35 CA	28 Months Open	Cleared	Open	Open
16129	9759.3	262.41	35 IA	35 Months Returned /	Returned /	Returned /	Cleared
7651	6419.4	280.78	50 GA	23 Months Returned /	Cleared	Open	Open
7903	6529.83	251.15	47 VA	23 Months Returned /	Returned /	Cleared	Open
20996	12713.79	507.55	47 OH	24 Months Returned /	Cleared	Open	Open
9452	6955.65	557.82	40 GA	22 Months Returned /	Returned /	Returned /	Cleared
14897	8582.43	284.32	35 PA	31 Months Returned /	Cleared	Open	Open
12321	8649.73	456.28	40 MO	31 Months Returned /	Cleared	Open	Open
15424	8057.83	346.31	35 GA	23 Months Returned /	Cleared	Open	Open
14343	8180.98	266.63	35 CA	29 Months Returned /	Cleared	Open	Open
28861	13948	376.97	35 KS	35 Months Returned /	Cleared	Open	Open
154829	75195.07	2524.72	45 TN	28 Months Returned /	Cleared	Open	Open
34198	16245.11	420.61	35 OH	39 Months Returned /	Cleared	Open	Open
21639	12487.09	361.81	40 CA	35 Months Returned /	Cleared	Open	Open

Fifth Paym	Sixth Paym	First Paym	Next Paym #	Drafts Clk	Pay Freq.	Payment M	Paused
Cleared	Cancel	#####	1/5/2023	0	Monthly	CC	No
Open	Open	#####	#####	1	Monthly	Bank	No
Open	Open	#####	1/3/2023	1	Monthly	Bank	No
Open	Open	#####	1/4/2023	1	Monthly	Bank	No
Open	Open	#####	1/5/2023	1	Monthly	Bank	No
Open	Open	#####	#####	1	Monthly	Bank	No
Open	Open	#####	#####	1	Monthly	Bank	No
Open	Open	#####	#####	1	Monthly	Bank	No
Open	Open	#####	#####	1	Monthly	Bank	No
Open	Open	#####	#####	1	Monthly	Bank	No
Open	Open	#####	#####	1	Monthly	Bank	No
Open	Open	#####	1/3/2023	1	Monthly	Bank	No
Open	Open	#####	1/3/2023	1	Monthly	Bank	No
Open	Open	#####	1/3/2023	1	Monthly	Bank	No
Open	Open	#####	#####	1	Monthly	Bank	No
Open	Open	#####	1/4/2023	0	Monthly	CC	No
Open	Open	#####	1/3/2023	1	Monthly	Bank	No
Open	Open	#####	#####	0	Monthly	CC	No
Open	Open	#####	1/3/2023	0	Monthly	CC	No
Open	Open	#####	1/9/2023	0	Monthly	CC	No
Open	Open	#####	#####	1	Monthly	Bank	No
Open	Open	#####	1/3/2023	1	Monthly	Bank	No
Open	Open	#####	1/3/2023	1	Monthly	Bank	No
Open	Open	#####	1/3/2023	1	Monthly	Bank	No
Open	Open	#####	#####	1	Monthly	Bank	No
Open	Open	#####	1/5/2023	0	Monthly	CC	No
Open	Open	#####	#####	1	Monthly	Bank	No
Open	Open	#####	1/6/2023	0	Monthly	CC	No
Open	Open	#####	1/4/2023	0	Monthly	CC	No
Open	Open	#####	1/5/2023	0	Monthly	CC	No
Open	Open	#####	#####	1	Monthly	Bank	No
Open	Open	#####	1/3/2023	1	Monthly	Bank	No
Open	Open	#####	1/9/2023	1	Monthly	Bank	No
Open	Open	#####	1/5/2023	1	Monthly	Bank	No
Open	Open	#####	1/3/2023	1	Monthly	Bank	No
Open	Open	#####	#####	1	Monthly	Bank	No
Open	Open	#####	1/3/2023	0	Monthly	CC	No
Open	Open	#####	#####	0	Monthly	CC	No
Open	Open	#####	1/3/2023	1	Monthly	Bank	No
Open	Open	#####	#####	0	Monthly	CC	No
Open	Open	#####	#####	1	Monthly	Bank	No
Open	Open	#####	#####	0	Monthly	CC	No
Open	Open	#####	1/3/2023	0	Monthly	CC	No
Open	Open	#####	#####	0	Monthly	CC	No
Open	Open	#####	#####	0	Monthly	CC	No

Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	2/2/2023	1 Monthly	Bank/CC	No
Open	Open	#####	1/3/2023	1 Monthly	Bank	No
Open	Open	#####	1/3/2023	1 Monthly	Bank	No
Open	Open	#####	1/3/2023	0 Monthly	CC	No
Open	Open	#####	1/3/2023	1 Monthly	Bank	No
Open	Open	#####	1/3/2023	0 Monthly	CC	No
Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	#####	1/9/2023	0 Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	1/4/2023	1 Monthly	Bank	No
Open	Open	#####	1/9/2023	1 Monthly	Bank	No
Open	Open	#####	1/5/2023	0 Monthly	CC	No
Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	#####	1/5/2023	1 Monthly	Bank	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	#####	0 Bi-Weekly	CC	No
Open	Open	#####	1/3/2023	0 Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	1/5/2023	1 Monthly	Bank	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	1/3/2023	0 Monthly	CC	No
Open	Open	#####	1/3/2023	1 Monthly	Bank	No
Open	Open	#####	1/9/2023	0 Monthly	Bank	No
Open	Open	#####	1/9/2023	1 Monthly	Bank	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	1/9/2023	1 Monthly	Bank	No
Open	Open	#####	1/6/2023	1 Monthly	Bank	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	1/5/2023	1 Monthly	Bank	No
Open	Open	#####	1/9/2023	0 Monthly	CC	No
Open	Open	#####	1/9/2023	0 Monthly	CC	No
Open	Open	#####	1/3/2023	1 Monthly	Bank	No
Open	Open	#####	1/5/2023	0 Monthly	CC	No
Open	Open	#####	1/9/2023	1 Monthly	Bank	No
Open	Open	#####	1/3/2023	1 Monthly	Bank	No
Open	Open	#####	1/5/2023	0 Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	1/3/2023	0 Monthly	CC	No
Open	Open	#####	1/9/2023	0 Monthly	CC	No
Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	#####	#####	0 Semi-Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	1/9/2023	1 Monthly	Bank	No

Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	#####	0 Bi-Weekly	CC	No
Open	Open	#####	1/3/2023	1 Monthly	Bank	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	1/5/2023	0 Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	1/3/2023	1 Monthly	Bank	No
Open	Open	#####	#####	0 Bi-Weekly	CC	No
Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	1/5/2023	1 Monthly	Bank	No
Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	#####	1/9/2023	0 Monthly	CC	No
Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	1/5/2023	0 Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	1/2/2023	0 Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	1/5/2023	1 Monthly	Bank	No
Cleared	Open	#####	1/3/2023	0 Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	1/9/2023	0 Monthly	CC	No
Open	Open	#####	1/9/2023	0 Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	1/3/2023	1 Monthly	Bank	No
Open	Open	#####	1/5/2023	0 Monthly	CC	No
Open	Open	#####	1/5/2023	0 Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No

Client Status	Payments Payment S # NSF	# Drafts Remaining
Active File	1 1 of 40	2 0
Active File	1 1 of 33	0 32
Active File	1 1 of 24	0 23
Active File	1 1 of 36	0 35
Active File	1 1 of 24	0 23
Active File	1 1 of 40	0 39
Active File	1 1 of 28	0 27
Active File	1 1 of 60	0 59
Active File	1 1 of 24	0 23
Active File	1 1 of 24	0 23
Active File	1 1 of 24	0 23
Active File	1 1 of 24	0 23
Active File	1 1 of 36	0 35
Active File	1 1 of 30	0 29
Active File	1 1 of 35	0 34
Active File	1 1 of 36	0 35
Active File	1 1 of 24	0 0
Active File	1 1 of 24	0 23
Active File	1 1 of 40	0 0
Active File	1 1 of 40	0 0
Active File	1 1 of 31	0 0
Active File	1 1 of 40	0 39
Active File	1 1 of 40	0 39
Active File	1 1 of 24	0 23
Active File	1 1 of 36	0 35
Active File	1 1 of 24	0 23
Active File	1 1 of 24	0 0
Active File	1 1 of 40	0 39
Active File	1 1 of 24	0 0
Active File	1 1 of 24	0 0
Active File	1 1 of 27	0 0
Active File	1 1 of 24	0 23
Active File	1 1 of 36	0 35
Active File	1 1 of 30	0 29
Active File	1 1 of 40	0 39
Active File	1 1 of 24	0 23
Active File	1 1 of 24	0 23
Active File	1 1 of 24	0 0
Active File	1 1 of 24	0 0
Active File	1 1 of 36	0 35
Active File	1 1 of 24	0 0
Active File	1 1 of 30	0 29
Active File	1 1 of 39	0 0
Active File	1 1 of 24	0 0
Active File	1 1 of 39	0 0
Active File	1 1 of 31	0 0

Active File	2 2 of 41	0	0
Active File	1 1 of 24	0	23
Active File	1 1 of 20	0	19
Active File	1 1 of 40	0	39
Active File	1 1 of 34	0	0
Active File	1 1 of 30	0	29
Active File	1 1 of 24	0	0
Active File	1 1 of 40	0	39
Active File	1 1 of 24	0	0
Active File	1 1 of 48	0	0
Active File	1 1 of 28	0	27
Active File	1 1 of 25	0	24
Active File	1 1 of 24	0	0
Active File	1 1 of 40	0	39
Active File	1 1 of 40	0	39
Active File	1 1 of 24	0	0
Active File	2 2 of 54	0	0
Active File	1 1 of 36	0	0
Active File	1 1 of 18	0	0
Active File	1 1 of 36	0	35
Active File	1 1 of 40	0	0
Active File	1 1 of 33	0	0
Active File	1 1 of 24	0	23
Active File	1 1 of 40	0	0
Active File	1 1 of 32	0	31
Active File	1 1 of 24	0	0
Active File	1 1 of 24	0	23
Active File	1 1 of 40	0	39
Active File	1 1 of 30	0	0
Active File	1 1 of 34	0	0
Active File	1 1 of 18	0	17
Active File	1 1 of 24	0	0
Active File	1 1 of 20	0	0
Active File	1 1 of 30	0	29
Active File	1 1 of 24	0	0
Active File	1 1 of 36	0	35
Active File	1 1 of 28	0	27
Active File	1 1 of 24	0	0
Active File	1 1 of 17	0	0
Active File	1 1 of 32	0	0
Active File	1 1 of 18	0	0
Active File	1 1 of 18	0	0
Active File	1 1 of 24	0	23
Active File	1 1 of 24	0	0
Active File	1 1 of 36	0	0
Active File	1 1 of 24	0	0
Active File	1 1 of 31	0	30

Active File	1 1 of 24	0	0
Active File	1 1 of 24	0	0
Educational Outreach	1 1 of 70	0	0
Educational Outreach	1 1 of 24	0	23
Educational Outreach	1 1 of 24	0	0
Educational Outreach	1 1 of 36	0	0
Educational Outreach	1 1 of 40	0	0
Educational Outreach Misse	1 1 of 24	0	23
Educational Outreach Misse	2 2 of 48	0	0
Educational Outreach Misse	1 1 of 24	0	23
Educational Outreach Misse	1 1 of 24	0	0
NSF	1 1 of 36	1	34
NSF	1 1 of 40	1	0
NSF	1 1 of 24	1	22
NSF	1 1 of 30	1	28
NSF	1 1 of 24	1	0
Paused Per Legal - Payment	1 1 of 34	0	33
Unenroll Debt	1 1 of 24	0	0
Active File	1 1 of 30	0	0
Active File	1 1 of 37	3	0
Active File	1 1 of 25	1	0
Active File	1 1 of 26	2	0
Active File	1 1 of 25	1	23
Active File	2 2 of 27	3	0
Active File	1 1 of 33	1	0
Active File	1 1 of 33	1	0
Active File	1 1 of 25	1	0
Active File	1 1 of 31	1	0
Active File	1 1 of 37	1	35
Active File	1 1 of 31	1	0
Educational Outreach Misse	1 1 of 41	1	0
NSF	1 1 of 37	1	0

EXHIBIT “6”

ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

This ACCOUNTS RECEIVABLE PURCHASE AGREEMENT (this “**Agreement**”) is made as of January 4, 2023 (the “**Agreement Date**”), by and between The Litigation Practice Group PC (collectively the “**Buyer**”), and Debt Relief Group (the “**Seller**” or “**LPG**”, and together with the Buyer, the “**Parties**”), and The Litigation Practice Group PC (“**LPG**”).

RECITALS

WHEREAS, in the regular course of business, the Seller originates account receivables from **LPG** in connection with client on-boarding services provided by the Seller to LPG and its affiliates;

WHEREAS, the account receivables represent an obligation of various clients to pay Seller for services that Seller previously provided, but which LPG shall provide from the date of execution of this Agreement;

WHEREAS, the Seller desires to sell, assign, transfer, and deliver to the Buyer, and the Buyer desires to purchase, acquire, and accept from the Seller, certain of these account receivables (the “**Purchased Accounts**”).

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.1 Certain Definitions. Certain defined terms used in this Agreement are set forth on Exhibit A.

ARTICLE 2. ASSIGNMENT AND TRANSFER AND CONSIDERATION

Section 2.1 Assignment of the Purchased Accounts to the Buyer. Upon execution of this Agreement and subject to the terms and conditions set forth herein, the Seller shall sell, assign, transfer, and deliver, and the Buyer shall purchase, acquire, and accept from the Seller, all of the Seller’s right, title, and interest in and to the Purchased Accounts set forth on the spreadsheet attached to this Agreement, free and clear of any Liens. Other than the Purchased Accounts, the Buyer shall not purchase or acquire any other assets of the Seller (collectively, the “**Excluded Assets**”).

Section 2.2 No Assumption of Liabilities. The Buyer shall not assume any Liabilities of the Seller of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereinafter created (collectively, the “**Excluded Liabilities**”).

Section 2.3 Payment of Purchase Price. Buyer shall pay \$156,514.79 (total purchase price) for the Purchased Accounts (the “**Purchase Price**”) by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth in Schedule 2.3 (the “**Wire Instructions**”). The Purchased Accounts are set forth on the attached spreadsheet.

Section 2.4 Guarantee of LPG. If any file acquired by buyer shall fail to make a first payment, LPG will replace the file and bear any cost associated with such replacement. The replacement file shall yield no less than the receivable of the failed file. In addition, if any any calendar month a total of less than 80% of files make a cleared payment, LPG shall replace any non-performing files in such month so that the performance of the file

package as a whole equals 80%. This guarantee shall continue until the completion of the 24th month following execution of this agreement.

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Buyer, as of the Agreement Date and as of the Closing Date, or, if expressly made as of a specified date, as of such specified date, as follows:

Section 3.1 Organization; Good Standing. The Seller is a Limited Liability Company duly organized, validly existing, and in good standing under the Laws of the State of Delaware and is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership or operation of the Business requires such qualification, except where the failure to be so qualified would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, results of operations, financial condition, or assets of the Seller.

Section 3.2 Power and Authority. The Seller has all requisite right, power, and authority to execute, deliver, and perform this Agreement and the Transaction Agreements to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Agreements by the Seller, and the consummation by the Seller of the transactions contemplated hereby and thereby, have been duly approved by the Seller, and no further action is required on the part of the Seller to authorize this Agreement, any Transaction Agreement to which it is a party, or the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Agreements will be, duly and validly executed and delivered by the Seller and, assuming the due and valid authorization, execution, and delivery of this Agreement by the other Parties, and of each such Transaction Agreement by the other parties thereto, constitutes, or will constitute, a valid and binding obligation of the Seller, enforceable against it in accordance with its terms and conditions, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other Laws affecting enforcement of creditor's rights generally and except insofar as the availability of equitable remedies may be limited by applicable Law.

Section 3.3 Title to, and Sufficiency of, the Purchased Accounts. The Seller has and shall convey to the Buyer, at the Closing, good, valid, transferable, and marketable title to, or valid leasehold interests in, all of the Purchased Accounts, free and clear of all Liens.

Section 3.4 Consents. The Seller is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of, any Governmental Body or Third Party, including a party to any assigned contract, in connection with the execution, delivery, and performance by the Seller of this Agreement or any of the Transaction Agreements to which it is a party or the consummation of the transactions contemplated hereby and thereby.

Section 3.5 No Conflicts. The execution and delivery by the Seller of this Agreement and each of the Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, will not conflict with, result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to an additional payment obligation, a right of termination, cancellation, modification, or acceleration of any obligation, or loss of any benefit, under: (a) any provision of the Organizational Documents of the Seller; (b) any contract to which the Seller is party, including, without limitation, any assigned contract; or (c) any Law or order applicable to the Seller or any of the Purchased Accounts.

Section 3.6 Compliance with Laws. The Seller has materially complied, and is now materially complying, with all Laws applicable to the ownership and use of the Purchased Accounts.

Section 3.7 Legal Proceedings. There is no Action of any nature pending or, to the Knowledge of the Seller, threatened against or by the Seller: (a) relating to or affecting the Purchased Accounts or (b) that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement and the Transaction Agreements. No event has occurred or circumstance exists that may give rise to, or serve as a basis for, any such Action.

Section 3.8 Condition of Purchased Accounts. Each Purchased Account shall have received no less than one processed payment.

Section 3.9 Confidentiality. Seller agrees and acknowledges that all Purchased Accounts, the pricing, and all terms set forth in this Agreement are confidential (together, the "**Confidential Information**"). Seller will at all times keep the Confidential Information in confidence and trust. Seller will not, without the prior written consent of an authorized officer of Buyer, (A) copy, use or disclose any Confidential Information, (B) deliver or disclose any Confidential Information to any person or entity outside the Buyer, or (C) use the Confidential Information for Seller's own use or use it to the detriment of Buyer. Notwithstanding the foregoing, Seller may, without consent, use the Confidential Information and disclose and deliver same to Seller's employees or agents, if applicable, who have a need to know, provided such employees or agents have entered into written agreements approved by Buyer and containing provisions at least as restrictive as these provisions. Seller agrees that violation of this Section 3.9. The Parties agree that the disclosure of the Confidential Information in violation of this Agreement may cause the Buyer irreparable harm and that any breach or threatened breach by the Seller entitles Buyer to seek injunctive relief, in addition to any other legal or equitable remedies available to it, in any court of competent jurisdiction.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller, as of the Agreement Date and as of the Closing Date, or, if expressly made as of a specified date, as of such specified date, as follows:

Section 4.1 Organization; Good Standing. The Buyer is a limited liability company, duly organized, validly existing, and in good standing under the Laws of the State of Florida.

Section 4.2 Power and Authority. The Buyer has all requisite right, power, and authority to execute, deliver, and perform this Agreement and the Transaction Agreements to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Agreements by the Buyer, and the consummation by the Buyer of the transactions contemplated hereby and thereby, have been duly approved by the Buyer, and no further action is required on the part of the Buyer to authorize this Agreement, any Transaction Agreement to which it is a party, or the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Agreements will be, duly and validly executed and delivered by the Buyer and, assuming the due and valid authorization, execution, and delivery of this Agreement by the other Parties, and of each such Transaction Agreement by the other parties thereto, constitutes, or will constitute, a valid and binding obligation of the Buyer, enforceable against it in accordance with its terms and conditions, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Laws affecting enforcement of creditor's rights generally and except insofar as the availability of equitable remedies may be limited by applicable Law.

Section 4.3 No Conflicts. The execution and delivery by the Buyer of this Agreement and each of the Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, will not conflict with, result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to an additional payment obligation, a right of termination, cancellation, modification, or acceleration of, any obligation, or loss of any benefit under: (a) any provision of the Buyer's Organizational Documents; (b) any contract to which the Buyer is party, other than the Buyer Representation Agreement; or (c) any Law applicable to the Buyer.

Section 4.4 Sufficient Funds. The Buyer has, and will have, sufficient funds available to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement and the Transaction Agreements.

ARTICLE 5. COVENANTS

Section 5.1 Appropriate Actions.

(a) General. Each of the Parties shall use commercially reasonable efforts to take all actions necessary to consummate the transactions contemplated by this Agreement as soon as reasonably practicable after the execution of this Agreement, including taking all actions necessary to comply promptly with all applicable Laws that may be imposed on it or any of its Affiliates with respect to the Closing.

ARTICLE 6. CLOSING

Section 6.1 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") will take place upon the execution and delivery of this Agreement or at such other time, date, and place as the Parties may agree in writing. The date on which the Closing occurs is hereinafter referred to as the "**Closing Date**." The Parties agree that the Closing may take place by the electronic exchange of executed counterpart documents and the electronic transfer of funds.

Section 6.2 Closing Deliverables of the Seller. At or prior to the Closing, Seller shall deliver to Buyer any of the following if requested by Buyer: (i) a bill of sale and assignment and assumption agreement substantially in the form attached hereto as **Exhibit B** (the "**Bill of Sale and Assignment and Assumption Agreement**"), duly executed by the Seller, effecting the transfer and assignment to, and assumption by, the Buyer of the Purchased Accounts; and (ii) such other customary instruments of transfer, assumption, filings, or documents, in form and substance reasonably satisfactory to the Buyer, as may be required to give effect to this Agreement.

Section 6.3 Closing Deliverables of the Buyer. At or prior to the Closing, the Seller shall have received the following: (i) the Upfront Cash Payment; and (ii) if requested pursuant to Section 6.2, the Bill of Sale and Assignment and Assumption Agreement, duly executed by the Buyer.

Section 6.4 Indemnification by the Seller. Subject to the limitations set forth in this Article 6, the Seller agrees to indemnify and hold harmless the Buyer, including its shareholders, members, directors, managers, officers, employees, Affiliates, and agents (each, a "**Buyer Indemnified Party**" and, collectively, the "**Buyer Indemnified Parties**"), against all claims, losses, Liabilities, damages, deficiencies, diminutions in value, costs, interest, awards, judgments, penalties, and expenses, including reasonable out-of-pocket attorneys' and consultants' fees and expenses and including any such reasonable expenses incurred in connection with investigating, defending against, or settling any of the foregoing (each, a "**Loss**" and, collectively, the "**Losses**") paid, suffered, incurred, sustained, or accrued by any Buyer Indemnified Party, directly or indirectly, as a result of,

arising out of, or in connection with: (a) any inaccuracy in, or breach of, any of the representations or warranties of the Seller contained in this Agreement, (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by the Seller pursuant to this Agreement, (c) any Excluded Asset or any Excluded Liability.

Section 6.5 Indemnification by the Buyer. Subject to the limitations set forth in this Article 6, the Buyer agrees to indemnify and hold harmless the Seller, including its Affiliates and agents (each, a “**Seller Indemnified Party**” and, collectively, the “**Seller Indemnified Parties**”), against all Losses paid, suffered, incurred, sustained, or accrued by any Seller Indemnified Party, directly or indirectly, as a result of, arising out of, or in connection with: (a) any inaccuracy in, or breach of, any of the representations or warranties of the Buyer contained in this Agreement; (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by the Buyer pursuant to this Agreement; (c) any event or occurrence related to the Purchased Accounts or Buyer occurring after the Closing; or (d) resulting from any omissions or misstatements made by Buyer to investors or potential investors.

Section 6.6 Indemnification Procedures.

(a) No Restraints. Promptly following receipt by an Indemnified Party of notice by a Third Party (including any Governmental Body) of any complaint, dispute, or claim or the commencement of any audit, investigation, Action or proceeding with respect to which such Indemnified Party may be entitled to indemnification pursuant hereto (a “**Third-party Claim**”), such Indemnified Party shall provide written notice thereof to the Indemnifying Party, provided, however, that the failure to so notify the Indemnifying Party shall relieve the Indemnifying Party from Liability hereunder with respect to such Third-party Claim only if, and only to the extent that, such failure to so notify the Indemnifying Party results in the forfeiture by the Indemnifying Party of rights and defenses otherwise available to the Indemnifying Party with respect to such Third-party Claim. The Indemnifying Party shall have the right, upon written notice delivered to the Indemnified Party within twenty days thereafter assuming full responsibility for any Losses resulting from such Third-party Claim, to assume the defense of such Third-party Claim, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the fees and disbursements of such counsel; provided, however, if the Indemnifying Party declines or fails to assume the defense of such Third-party Claim on the terms provided above or to employ counsel reasonably satisfactory to the Indemnified Party, in either case within such twenty day period, then any Losses shall include the reasonable fees and disbursements of counsel for the Indemnified Party as incurred. In any Third-party Claim for which indemnification is being sought hereunder the Indemnified Party or the Indemnifying Party, whichever is not assuming the defense of such Third-party Claim, shall have the right to participate in such matter and to retain its own counsel at such Party’s own expense. The Indemnifying Party or the Indemnified Party (as the case may be) shall at all times use reasonable efforts to keep the Indemnifying Party or Indemnified Party (as the case may be) reasonably apprised of the status of the defense of any matter, the defense of which it is maintaining, and to cooperate in good faith with each other with respect to the defense of any such matter.

(b) No Indemnified Party may settle or compromise any Third-party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder without the prior written consent of the Indemnifying Party (which may not be unreasonably withheld or delayed), unless (i) the Indemnifying Party fails to assume and maintain the defense of such Third-party Claim or (ii) such settlement, compromise, or consent includes an unconditional release of the Indemnifying Party and its officers, directors, employees and Affiliates from all Liability arising out of, or related to, such Third-party Claim. An Indemnifying Party may not, without the prior written consent of the Indemnified Party, settle or compromise any Third-party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless such settlement, compromise, or consent (A) includes an unconditional release of the Indemnified Party and its officers, directors, employees, and Affiliates from all Liability arising out of, or related to, such Third-party

Claim, (B) does not contain any admission or statement suggesting any wrongdoing or Liability on behalf of the Indemnified Party, and (C) does not contain any equitable order, judgment, or term that in any manner affects, restrains, or interferes with the business of the Indemnified Party or any of the Indemnified Party's Affiliates.

(c) If an Indemnified Party claims a right to payment pursuant hereto with respect to any matter not involving a Third-party Claim (a "**Direct Claim**"), such Indemnified Party shall send written notice of such claim to the appropriate Indemnifying Party (each, a "**Notice of Claim**"). Such Notice of Claim shall specify the basis for such Direct Claim. The failure by any Indemnified Party so to notify the Indemnifying Party shall not relieve the Indemnifying Party from any Liability that it may have to such Indemnified Party with respect to any Direct Claim made pursuant to this Section 6.6(c). If the Indemnifying Party does not notify the Indemnified Party within thirty days following its receipt of such Notice of Claim that the Indemnifying Party disputes its Liability to the Indemnified Party under this Article 6 or the amount thereof, the Direct Claim specified by the Indemnified Party in such Notice of Claim shall be conclusively deemed a Liability of the Indemnifying Party under this Article 6, and the Indemnifying Party shall pay the amount of such Liability to the Indemnified Party on demand or, in the case of any Notice of Claim in which the amount of the Direct Claim (or any portion of the Direct Claim) is estimated, on such later date when the amount of such Direct Claim (or such portion of such Direct Claim) becomes finally determined. In the event that the Indemnifying Party has timely disputed its Liability with respect to such Direct Claim as provided above, as promptly as possible, such Indemnified Party and the appropriate Indemnifying Party shall establish the merits and amount of such Direct Claim (by mutual agreement, litigation, arbitration or otherwise) and, within five business days following the final determination of the merits and amount of such Direct Claim, the Indemnifying Party shall pay to the Indemnified Party an amount equal to such Direct Claim as determined hereunder.

ARTICLE 7. MISCELLANEOUS

Section 7.1 Entire Agreement; Amendment. This Agreement and the Transaction Agreements (including the exhibits hereto and thereto and the documents referred to therein) constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof. This Agreement may be amended with the written consent of each of the Parties or any successor thereto by execution of an instrument in writing.

Section 7.2 Waivers. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. To the maximum extent permitted by applicable Law: (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Parties; (b) no waiver that may be given by a Party will be applicable except in the specific instance for what it is given; and (c) no notice to, or demand on, one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the Transaction Agreements.

Section 7.3 Notices. All notices and other communications required or permitted hereunder shall be made to the address of a Party listed on the signature page to this Agreement and shall be (a) in writing, (b) effective when given, and (c), in any event, deemed to be given upon receipt or, if earlier: (i) upon delivery, if delivered by hand; (ii) two business days after deposit with FedEx Express or similar recognized international overnight courier service, freight prepaid; or (iii) one business day after facsimile or electronic mail transmission. A Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties advance written notice pursuant to the provisions above.

Section 7.4 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties named herein and their respective successors and permitted assigns. Neither this Agreement nor any rights or obligations of a Party hereunder shall be assigned by a Party (unless to an Affiliate of such Party) without the prior written consent of the other Parties. This Agreement will be binding upon any permitted assignee of any Party. No assignment shall have the effect of relieving any Party to this Agreement of any of its obligations hereunder.

Section 7.5 Public Disclosure. Except as may be required by Law, the Seller shall not issue any statement or communication to any Third Party (other than its respective agents) regarding the subject matter of this Agreement or the transactions contemplated hereby, including, if applicable, the termination of this Agreement and the reasons therefor, without the prior written consent of the Buyer.

Section 7.6 Expenses and Fees. Whether or not the Closing occurs, all fees and expenses incurred in connection with this transactions contemplated by this Agreement, including all legal, accounting, financial advisory, consulting and all other fees and expenses of Third Parties incurred by a Party in connection with the negotiation and effectuation of the terms and conditions of this Agreement and the transactions contemplated hereby, shall be the obligation of the respective Party incurring such fees and expenses.

Section 7.7 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement was not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled hereunder, at Law or in equity.

Section 7.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 7.9 Governing Law. This Agreement shall, in all respects, be construed in accordance with, and governed by, the Laws of the State of California without regard to conflict of Laws principles.

Section 7.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Section 7.11 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

BUYER:

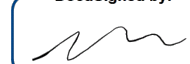
The Litigation Practice Group P.C.

DocuSigned by:

By: 9D494DB1993341E
Name: Daniel S March
Title: Managing Shareholder

SELLER:

Debt Relief Group

DocuSigned by:

By: 3ECDD8C0C1774C9...
Name: William Burns
Title: CEO

APPROVAL OF ASSIGNMENT AND GUARANTEE

The assignment of the Purchased Accounts set forth in this Agreement as well as the guarantee included therein is hereby approved, and with respect to the Purchased Accounts, the Buyer shall have all rights of Buyer as set forth in this agreement.

The Litigation Practice Group P.C.

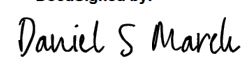
DocuSigned by:

By: 9D494DB1993341E...
Name: Daniel S. March
Title: Managing Shareholder

EXHIBIT A

DEFINITIONS

As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

(a) **"Action"** shall mean any civil, criminal, or administrative action, claim, suit, demand, charge, citation, reexamination, opposition, interference, decree, injunction, mediation, hearing, notice of violation, demand letter, litigation, proceeding, labor dispute, arbitral action, governmental or other audit, inquiry, criminal prosecution, investigation, unfair labor practice charge, or complaint.

(b) **"Agreement"** shall have the meaning set forth in the preamble to this Agreement.

(c) **"Agreement Date"** shall have the meaning set forth in the preamble to this Agreement.

(d) **"Affiliate"** shall mean (i) with respect to any non-natural Person, any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person and (ii), with respect to any individual, (A) family members of such individual, by blood, adoption, or marriage, (B) such individual's spouse or ex-spouse and (C) any Person that is directly or indirectly under the control of any of the foregoing individuals. For purposes of this definition, "control" (including with correlative meanings, the terms "controlling," "controlled by," and under "common control with") means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

(e) **"Bill of Sale and Assignment and Assumption Agreement"** shall have the meaning set forth in Section 6.2.

(f) **"Business"** shall mean the business of the Seller as conducted on the Agreement Date.

(g) **"Buyer"** shall have the meaning set forth in the preamble to this Agreement.

(h) **"Buyer Indemnified Parties"** shall have the meaning set forth in Section 6.4.

(i) **"Closing"** shall have the meaning set forth in Section 6.1.

(j) **"Closing Date"** shall have the meaning set forth in Section 6.1.

(k) **"Direct Claim"** shall have the meaning set forth in Section 6.6(c).

(l) **"Excluded Assets"** shall have the meaning set forth in Section 2.1.

(m) **"Excluded Liabilities"** shall have the meaning set forth in Section 2.2.

(n) **"Governmental Body"** shall mean any: (i) nation, province, state, county, city, town, village, district, or other jurisdiction of any nature; (ii) federal, provincial, state, local, municipal, foreign, or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

(o) **"Indebtedness"** means, without duplication and with respect to the Seller, all: (i) indebtedness for borrowed money; (ii) obligations for the deferred purchase price of property or services; (iii) long or short-term obligations evidenced by notes, bonds, debentures or other similar instruments; (iv) obligations under any interest rate, currency swap, or other hedging agreement or arrangement; (v) capital lease obligations; (vi) reimbursement obligations under any letter of credit, banker's acceptance or similar credit transactions; (vii) guarantees made by the Seller on behalf of any third party in respect of obligations of the kind referred to in the foregoing clauses (i) through (vi); and (viii) any unpaid interest, prepayment penalties, premiums, costs and fees that would arise or become due as a result of the prepayment of any of the obligations referred to in the foregoing clauses (i) through (vii).

(p) **"Indemnified Party"** shall mean a Buyer Indemnified Party or a Seller Indemnified Party, as the case may be, making a claim for indemnification under Article 6.

(q) **"Indemnifying Party"** shall mean a Party against whom a claim for indemnification is asserted under Article 6.

(r) **"Knowledge"** shall mean, with respect to the Seller, the actual or constructive knowledge of all facts relevant to this transaction and the transacting parties, after due inquiry.

(s) **"Law"** shall mean any law, statute, ordinance, regulation, rule, code, notice requirement, court decision, or agency guideline, of any foreign, federal, state, or local Governmental Body.

(t) **"Liabilities"** shall mean any direct or indirect liability, Indebtedness, obligation, commitment, expense, claim, deficiency, guaranty, or endorsement of, or by, any Person of any type, known or unknown, and whether accrued, absolute, contingent, matured, unmatured, determined or undeterminable, on- or off-balance sheet, or other.

(u) **"Lien"** shall mean any mortgage, pledge, lien, charge, claim, security interest, adverse claims of ownership or use, restrictions on transfer, defect of title, or other encumbrance of any sort.

(v) **"Losses"** shall have the meaning set forth in Section 6.4.

(w) **"Notice of Claim"** shall have the meaning set forth in Section 6.6(c).

(x) **"Organizational Documents"** shall mean, with respect to a Person, the charter, bylaws, limited liability company agreement, and other organizational documents of such Person, in each case, as amended.

(y) **"Party"** or **"Parties"** shall have the meaning set forth in the preamble to this Agreement.

(z) **"Permitted Liens"** shall mean (i) Liens for Taxes not yet delinquent or being contested in good faith by appropriate proceedings, (ii) statutory Liens (including materialmen's, warehousemen's, mechanic's, repairmen's, landlord's, and other similar Liens) arising in the ordinary course of business securing payments not yet delinquent or being contested in good faith by appropriate proceedings, and (iii) restrictive covenants, easements, and defects, imperfections or irregularities of title, if any, of a nature that do not materially and adversely affect the assets or properties subject thereto.

(aa) **"Person"** shall mean any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, Governmental Body, or other entity.

(bb) **"Purchase Price"** shall have the meaning set forth in Section 2.3.

(cc) **"Purchased Accounts"** shall have the meaning set forth in the Recitals.

(dd) **"Seller"** shall have the meaning set forth in the preamble to this Agreement.

(ee) **"Seller Indemnified Parties"** shall have the meaning set forth in Section 6.5.

(ff) **"Tax" or "Taxes"** shall mean any U.S. federal, state, local or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, escheat, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

(gg) **"Tax Returns"** means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

(hh) **"Third Party" or "Third Parties"** shall mean any Person other than the Parties or their respective Affiliates.

(ii) **"Third-party Claim"** shall have the meaning set forth in Section 6.6(a).

(jj) **"Transaction Agreements"** shall mean the Bill of Sale and Assignment and Assumption Agreement, and each other agreement, instrument, and/or certificate contemplated by this Agreement or such other agreements to be executed in connection with the transactions contemplated hereby or thereby.

(kk) **"Upfront Cash Payment"** shall have the meaning set forth in Section 2.3.

(ll) **"Wire Instructions"** shall have the meaning set forth in Section 2.3.

EXHIBIT B**FORM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”), is made by and between **Buyer**, and **Seller**. Each of the Seller and the Buyer are sometimes referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**.”

WHEREAS, the Buyer and the Seller have entered into that certain Accounts Receivable Purchase Agreement, of even date herewith (the “**Purchase Agreement**”), pursuant to which the Seller has agreed to sell, assign, transfer, and deliver to the Buyer, and the Buyer has agreed to purchase, acquire, and accept from the Seller, all right, title, and interest of the Seller in and to the Purchased Accounts, free and clear of any Liens.

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Defined Terms.** Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Purchase Agreement.
2. **Sale of Purchased Accounts; Assignment.** The Seller hereby sells, assigns, transfers, and delivers to the Buyer, and the Buyer hereby purchases, acquires, and accepts from the Seller, all right, title, and interest of the Seller in and to the Purchased Accounts, free and clear of any Liens.
3. **Further Assurances.** Each of the Parties agrees, from time to time, at the request of the any other Party, to execute and deliver such other instruments of conveyance, power of attorney, sale, transfer, or assignment and take such other actions as such other Party may reasonably request in order to more effectively consummate the transactions contemplated by this Agreement.
4. **Terms of the Purchase Agreement.** This Agreement is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Purchased Accounts are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

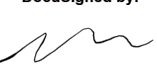
BUYER: The Litigation Practice Group P.C.

DocuSigned by:

By: _____
9D494DB1993341E...
Name: Daniel S. March
Title: Managing Shareholder

SELLER:

Debt Relief Group

DocuSigned by:

By: _____
3ECDD8C6C1774C9...
Name: William Burns
Title: CEO

**Schedule 2.3
Wire Instructions**

\$156,514.79

Account Holder Name: Debt Relief Group

Address: 1800 Old Okeechobee Rd Suite 200, West Palm Beach, FL 33409

Routing Number: [REDACTED]

Account Number: [REDACTED]

Full Name Customer | Company

Enrolled D: Monthly Pa

-63 Debt Relief Group LLC	#####	246.22
-65 Debt Relief Group LLC	#####	306.39
-67 Debt Relief Group LLC	#####	261.33
-64 Debt Relief Group LLC	#####	251.07
-65 Debt Relief Group LLC	#####	265.4
-65 Debt Relief Group LLC	#####	299.63
-65 Debt Relief Group LLC	#####	297.96
-65 Debt Relief Group LLC	#####	297.39
-65 Debt Relief Group LLC	#####	297.83
-66 Debt Relief Group LLC	#####	320.39
-66 Debt Relief Group LLC	#####	265.99
-66 Debt Relief Group LLC	#####	275.26
-66 Debt Relief Group LLC	#####	250.03
-66 Debt Relief Group LLC	#####	635.85
-66 Debt Relief Group LLC	#####	255.81
-66 Debt Relief Group LLC	#####	258.01
-66 Debt Relief Group LLC	#####	202.16
-66 Debt Relief Group LLC	#####	321.04
-66 Debt Relief Group LLC	#####	367.89
-66 Debt Relief Group LLC	#####	342.02
-66 Debt Relief Group LLC	#####	271.88
-66 Debt Relief Group LLC	#####	254.48
-66 Debt Relief Group LLC	#####	396.45
-66 Debt Relief Group LLC	#####	290.9
-66 Debt Relief Group LLC	#####	250.94
-66 Debt Relief Group LLC	#####	259.49
-66 Debt Relief Group LLC	#####	254.29
-66 Debt Relief Group LLC	#####	252.29
-66 Debt Relief Group LLC	#####	253.73
-66 Debt Relief Group LLC	#####	312.63
-66 Debt Relief Group LLC	#####	280.08
-66 Debt Relief Group LLC	#####	302.05
-66 Debt Relief Group LLC	#####	126.24
-66 Debt Relief Group LLC	#####	287.42
-66 Debt Relief Group LLC	#####	257.43
-66 Debt Relief Group LLC	#####	371.91
-66 Debt Relief Group LLC	#####	256.72
-66 Debt Relief Group LLC	#####	296.94
-66 Debt Relief Group LLC	#####	297.24
-66 Debt Relief Group LLC	#####	439.74
-66 Debt Relief Group LLC	#####	251.82
-66 Debt Relief Group LLC	#####	327.29
-66 Debt Relief Group LLC	#####	304.49
-66 Debt Relief Group LLC	#####	253.94
-66 Debt Relief Group LLC	#####	250.99
-66 Debt Relief Group LLC	#####	295.16

Debt Relief Group LLC	#####	263.62
Debt Relief Group LLC	#####	271.17
Debt Relief Group LLC	#####	378.16
Debt Relief Group LLC	#####	326.06
Debt Relief Group LLC	#####	473.38
Debt Relief Group LLC	#####	206.51
Debt Relief Group LLC	#####	251.85
Debt Relief Group LLC	#####	251.36
Debt Relief Group LLC	#####	668.88
Debt Relief Group LLC	#####	595.13
Debt Relief Group LLC	#####	128.3
Debt Relief Group LLC	#####	346.96
Debt Relief Group LLC	#####	250.57
Debt Relief Group LLC	#####	250.8
Debt Relief Group LLC	#####	249.63
Debt Relief Group LLC	#####	394.58
Debt Relief Group LLC	#####	286.38
Debt Relief Group LLC	#####	252.55
Debt Relief Group LLC	#####	252.82
Debt Relief Group LLC	#####	479.83
Debt Relief Group LLC	#####	287.36
Debt Relief Group LLC	#####	254.82
Debt Relief Group LLC	#####	390.05
Debt Relief Group LLC	#####	251.2
Debt Relief Group LLC	#####	302.11
Debt Relief Group LLC	#####	478.67
Debt Relief Group LLC	#####	253.74
Debt Relief Group LLC	#####	254.78
Debt Relief Group LLC	#####	250.99
Debt Relief Group LLC	#####	253.58
Debt Relief Group LLC	#####	303.61
Debt Relief Group LLC	#####	300.76
Debt Relief Group LLC	#####	797.89
Debt Relief Group LLC	#####	253.24
Debt Relief Group LLC	#####	281.39
Debt Relief Group LLC	#####	270.16
Debt Relief Group LLC	#####	251.08
Debt Relief Group LLC	#####	251.09
Debt Relief Group LLC	#####	253.89
Debt Relief Group LLC	#####	254.37
Debt Relief Group LLC	#####	250.82
Debt Relief Group LLC	#####	251.73
Debt Relief Group LLC	#####	252.37
Debt Relief Group LLC	#####	281.6
Debt Relief Group LLC	#####	307.62
Debt Relief Group LLC	#####	276
Debt Relief Group LLC	#####	269.11

TLLC-65' Debt Relief Group LLC	#####	260.26
TLLC-66' Debt Relief Group LLC	#####	254.01
TLLC-64' Debt Relief Group LLC	#####	250.32
TLLC-65' Debt Relief Group LLC	#####	241.54
TLLC-65' Debt Relief Group LLC	#####	250.47
TLLC-65' Debt Relief Group LLC	#####	253.5
TLLC-65' Debt Relief Group LLC	#####	258.44
TLLC-65' Debt Relief Group LLC	#####	279.48
TLLC-65' Debt Relief Group LLC	#####	249.12
TLLC-66' Debt Relief Group LLC	#####	291.6
TLLC-66' Debt Relief Group LLC	#####	362.95
TLLC-66' Debt Relief Group LLC	#####	254.4
TLLC-66' Debt Relief Group LLC	#####	250.88
TLLC-67' Debt Relief Group LLC	#####	454.13
TLLC-67' Debt Relief Group LLC	#####	335.66
TLLC-67' Debt Relief Group LLC	#####	389.01
TLLC-67' Debt Relief Group LLC	#####	252.55
TLLC-66' Debt Relief Group LLC	#####	242.47
TLLC-63' Debt Relief Group LLC	#####	416.55
TLLC-64' Debt Relief Group LLC	#####	251.56
TLLC-64' Debt Relief Group LLC	#####	267.88
TLLC-65' Debt Relief Group LLC	#####	253.08
TLLC-65' Debt Relief Group LLC	#####	252.23
TLLC-65' Debt Relief Group LLC	#####	282.13
TLLC-65' Debt Relief Group LLC	#####	300.73
TLLC-66' Debt Relief Group LLC	#####	261.75
TLLC-66' Debt Relief Group LLC	#####	272.4
TLLC-67' Debt Relief Group LLC	#####	328.75

Second Pay	Third Pay	Fourth Pay	Fifth Pay	Debt Enrolled	Total Progr	Total Paym	Fee 1	State
224.81	224.81	224.81	224.81	15412	9666.97	224.81		35 PA
306.39	306.39	306.39	306.39	14401	7353.47	306.39		35 FL
261.33	261.33	261.33	261.33	9897	6271.92	261.33		40 IL
251.07	251.07	251.07	251.07	17679	10042.85	251.07		35 WI
265.4	265.4	265.4	265.4	19317.1	10616.19	265.4		35 SD
299.63	299.63	299.63	299.63	23228	11984.99	299.63		35 AR
297.96	297.96	297.96	297.96	17278	8938.7	297.96		35 TN
297.39	297.39	297.39	297.39	10964	7137.28	297.39		44 NY
297.83	297.83	297.83	297.83	17267	8934.85	297.83		35 TX
320.39	320.39	320.39	320.39	25601	12815.55	320.39		35 SC
265.99	265.99	265.99	265.99	23261	12767.59	265.99		35 CA
275.26	275.26	275.26	275.26	17377	9358.87	275.26		35 CA
250.03	250.03	250.03	250.03	9219	6000.72	250.03		40 CA
635.85	635.85	635.85	635.85	61654	25434.1	635.85		35 IL
255.81	255.81	255.81	255.81	11388	6395.3	255.81		35 TX
258.01	258.01	258.01	258.01	16163	10320.4	258.01		40 MO
202.16	202.16	202.16	202.16	4428	3638.88	202.16		43 NJ
321.04	321.04	321.04	321.04	25675	12841.45	321.04		35 FL
367.89	367.89	367.89	367.89	27927	13244.13	367.89		35 PA
342.02	342.02	342.02	342.02	16844	8208.52	342.02		35 OH
271.88	271.88	271.88	271.88	17048.52	9243.9	271.88		35 MI
254.48	254.48	254.48	254.48	11067	7125.44	254.48		40 TX
396.45	396.45	396.45	396.45	20576	9514.72	396.45		35 CA
290.9	290.9	290.9	290.9	16673	8726.95	290.9		35 PA
250.94	250.94	250.94	250.94	7419	6022.62	250.94		50 SC
259.49	259.49	259.49	259.49	8510	6227.72	259.49		46 MA
254.29	254.29	254.29	254.29	7106	4577.24	254.29		40 OH
252.29	252.29	252.29	252.29	8504	6054.88	252.29		44 GA
253.73	253.73	253.73	253.73	17982.78	10149.17	253.73		35 NC
312.63	312.63	312.63	312.63	24714	12505.1	312.63		35 NY
280.08	280.08	280.08	280.08	15746	8402.5	280.08		35 NJ
302.05	302.05	302.05	302.05	23505	12081.95	302.05		35 TX
126.24	126.24	126.24	126.24	11596	6564.48	126.24		35 CA
287.42	287.42	287.42	287.42	18558	9772.22	287.42		35 IN
257.43	257.43	257.43	257.43	16105	9010.05	257.43		35 WI
371.91	371.91	371.91	371.91	31488.98	14876.34	371.91		35 MI
256.72	256.72	256.72	256.72	15576	8728.52	256.72		35 IL
296.94	296.94	296.94	296.94	22921	11877.55	296.94		35 MI
297.24	297.24	297.24	297.24	13773	7133.67	297.24		35 IL
439.74	439.74	439.74	439.74	39241	17589.55	439.74		35 TN
251.82	251.82	251.82	251.82	20725	12087.24	251.82		36 FL
327.29	327.29	327.29	327.29	15834	7855.02	327.29		35 MO
304.49	304.49	304.49	304.49	17838	9134.7	304.49		35 FL
253.94	253.94	253.94	253.94	14544	9141.84	253.94		39 CA
250.99	250.99	250.99	250.99	12369	8031.76	250.99		40 OH
295.16	295.16	295.16	295.16	30779	14167.73	295.16		31 NJ

263.62	263.62	263.62	263.62	16724	9226.7	263.62	35 CO
271.17	271.17	271.17	271.17	17007	9762.27	271.17	37 NJ
378.16	378.16	378.16	378.16	95990	36302.94	378.16	33 AR
326.06	326.06	326.06	326.06	13781	7825.52	326.06	40 SC
473.38	473.38	473.38	473.38	43086	18935.3	473.38	35 TX
206.51	206.51	206.51	206.51	21712	9912.32	206.51	35 MA
251.85	251.85	251.85	251.85	11105	6296.25	251.85	35 TX
251.36	251.36	251.36	251.36	6340	4524.44	251.36	44 FL
668.88	668.88	668.88	668.88	51525	24079.68	668.88	40 MS
595.13	595.13	595.13	595.13	51300	21424.68	595.13	35 WI
128.3	128.3	128.3	128.3	16021	8980.64	128.3	35 MA
346.96	346.96	346.96	346.96	22910	11102.66	346.96	35 OH
250.57	250.57	250.57	250.57	7401	6013.62	250.57	50 NC
250.8	250.8	250.8	250.8	9753	6019.26	250.8	38 TX
249.63	249.63	249.63	249.63	7356	5991.12	249.63	50 OR
394.58	394.58	394.58	394.58	34080	15783.2	394.58	35 TX
286.38	286.38	286.38	286.38	20629	10882.59	286.38	35 CA
252.55	252.55	252.55	252.55	8716.43	6061.18	252.55	43 MI
252.82	252.82	252.82	252.82	7822	5056.4	252.82	40 SC
479.83	479.83	479.83	479.83	26294	11516.02	479.83	35 IL
287.36	287.36	287.36	287.36	16370	8620.9	287.36	35 CO
254.82	254.82	254.82	254.82	12675.25	7134.98	254.82	35 WI
390.05	390.05	390.05	390.05	31884	14821.84	390.05	35 TX
251.2	251.2	251.2	251.2	15482	8792	251.2	35 NC
302.11	302.11	302.11	302.11	12344	7250.72	302.11	40 TX
478.67	478.67	478.67	478.67	32768	14360.2	478.67	35 WA
253.74	253.74	253.74	253.74	15736	9134.64	253.74	36 AR
254.78	254.78	254.78	254.78	11484	7388.62	254.78	40 PA
250.99	250.99	250.99	250.99	7344	4768.82	250.99	40 GA
253.58	253.58	253.58	253.58	9202	6085.94	253.58	41 OH
303.61	303.61	303.61	303.61	20131	10322.77	303.61	35 OH
300.76	300.76	300.76	300.76	17518	9022.7	300.76	35 NJ
797.89	797.89	797.89	797.89	17110	7978.9	797.89	41 NJ
253.24	253.24	253.24	253.24	6138	4558.32	253.24	46 CA
281.39	281.39	281.39	281.39	10572	6753.36	281.39	42 WV
270.16	270.16	270.16	270.16	11916	6483.71	270.16	35 FL
251.08	251.08	251.08	251.08	7735	5021.6	251.08	40 SC
251.09	251.09	251.09	251.09	6575	4268.46	251.09	40 GA
253.89	253.89	253.89	253.89	7088	4570.04	253.89	40 OH
254.37	254.37	254.37	254.37	13102	8648.74	508.74	41 TX
250.82	250.82	250.82	250.82	8151	4765.58	250.82	36 NY
251.73	251.73	251.73	251.73	10652.4	6041.46	251.73	35 VA
252.37	252.37	252.37	252.37	9852	6056.88	252.37	38 TN
281.6	281.6	281.6	281.6	16670	10137.68	281.6	40 ME
307.62	307.62	307.62	307.62	18106	9228.5	307.62	35 CO
276	276	276	276	12317	6624.07	276	35 NY
269.11	269.11	269.11	269.11	19740	10764.2	269.11	35 TX

260.26	260.26	260.26	260.26	7866	6506.38	260.26	50 FL
254.01	317.02	317.02	317.02	13577.58	7799.37	254.01	39 AR
250.32	250.32	250.32	250.32	7389	6282.94	250.32	50 NY
266.54	241.54	241.54	241.54	14516	8720.44	266.54	35 NJ
250.47	275.47	250.47	275.47	8405	6562.26	275.47	44 MA
278.5	253.5	253.5	253.5	14365	8390.41	278.5	35 FL
258.44	258.44	258.44	258.44	14817	8270.11	258.44	35 NJ
279.48	279.48	279.48	279.48	10986	6987	279.48	40 VA
249.12	299.12	224.12	249.12	9601	6003.95	299.12	35 MI
291.6	316.6	291.6	291.6	14502	9381.18	316.6	35 TN
387.95	362.95	362.95	362.95	23991	13454.03	387.95	40 NC
254.4	254.4	254.4	254.4	7506	5088.02	254.4	40 IN
250.88	250.88	250.88	250.88	6045.7	4766.74	250.88	46 MO
479.13	454.13	454.13	454.13	35775	16373.68	479.13	35 NC
335.66	360.66	335.66	335.66	13673	8416.44	335.66	42 IL
414.01	414.01	414.01	389.01	20066	10578.25	414.01	35 FL
252.55	252.55	252.55	252.55	10411	6313.63	252.55	36 TN
242.47	242.47	242.47	242.47	4058	2424.68	242.47	36 IN
416.55	416.55	416.55	416.55	28815	14995.68	416.55	40 NY
251.56	251.56	251.56	251.56	8276	6037.32	251.56	45 IA
267.88	267.88	267.88	267.88	10290.26	6429.23	267.88	40 CT
253.08	253.08	253.08	253.08	10745	6326.95	253.08	35 CA
277.23	302.23	277.23	252.23	12215	8171.26	277.23	37 TX
282.13	282.13	282.13	282.13	15391	8181.87	282.13	35 VT
300.73	300.73	300.73	300.73	12261	7217.52	300.73	40 CA
261.75	261.75	261.75	261.75	9922	6281.92	261.75	40 FL
297.4	322.4	272.4	272.4	12069.89	7157.38	322.4	35 FL
340.75	341.75	328.75	328.75	15934	8243.77	340.75	35 RI
				2086863.89			

Program L	First Paym	Second Pay	Third Paym	Fourth Pay	Fifth Paym	Sixth Paym	First Paym	Next Paym	# Drafts	Cl
42 Months Cancel	Returned / Cleared	Open	Open	Open	Open	Open	#####	#####		0
22 Months Cancel	Cleared	Open	Open	Open	Open	Open	#####	#####		0
23 Months Cancel	Cleared	Open	Open	Open	Open	Open	#####	2/3/2023		0
39 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		1
38 Months Cleared	Open	Open	Open	Open	Open	Open	#####	1/9/2023		1
38 Months Cleared	Open	Open	Open	Open	Open	Open	#####	1/6/2023		1
29 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		1
23 Months Cleared	Pending	Open	Open	Open	Open	Open	#####	#####		1
29 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		1
39 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		1
47 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		1
33 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		1
22 Months Cleared	Pending	Open	Open	Open	Open	Open	#####	2/2/2023		1
39 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		0
24 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		1
38 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		0
17 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		1
39 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		1
35 Months Cleared	Open	Open	Open	Open	Open	Open	#####	1/9/2023		1
22 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		0
33 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		1
27 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		0
22 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		0
29 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		0
22 Months Cleared	Open	Open	Open	Open	Open	Open	1/3/2023	#####		0
22 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		0
17 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		0
23 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		0
39 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		1
39 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		0
28 Months Cleared	Open	Open	Open	Open	Open	Open	1/3/2023	2/2/2023		0
39 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		1
23 Months Cleared	Open	Open	Open	Open	Open	Open	#####	1/5/2023		1
33 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		0
34 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		0
38 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		0
33 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		1
39 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		0
22 Months Cleared	Open	Open	Open	Open	Open	Open	1/3/2023	2/1/2023		0
39 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		1
47 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		0
22 Months Cleared	Open	Open	Open	Open	Open	Open	1/3/2023	#####		0
29 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		0
34 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		0
31 Months Cleared	Open	Open	Open	Open	Open	Open	1/3/2023	2/3/2023		0
47 Months Cleared	Open	Open	Open	Open	Open	Open	#####	#####		0

34 Months Cleared	Open	Open	Open	Open	Open	#####	#####	1
35 Months Cleared	Open	Open	Open	Open	Open	1/3/2023	#####	0
47 Months Cleared	Open	Open	Open	Open	Open	1/3/2023	#####	0
23 Months Cleared	Open	Open	Open	Open	Open	#####	#####	0
38 Months Cleared	Open	Open	Open	Open	Open	1/3/2023	2/1/2023	0
21 Months Cleared	Open	Open	Open	Open	Open	#####	1/5/2023	0
24 Months Cleared	Open	Open	Open	Open	Open	1/3/2023	2/3/2023	0
17 Months Cleared	Open	Open	Open	Open	Open	1/3/2023	2/3/2023	0
35 Months Cleared	Open	Open	Open	Open	Open	#####	#####	0
35 Months Cleared	Open	Open	Open	Open	Open	#####	#####	0
34 Months Cleared	Open	Open	Open	Open	Open	1/3/2023	#####	0
31 Months Cleared	Open	Open	Open	Open	Open	#####	#####	1
22 Months Cleared	Open	Open	Open	Open	Open	#####	#####	0
23 Months Cleared	Open	Open	Open	Open	Open	#####	#####	0
24 Months Cleared	Open	Open	Open	Open	Open	#####	#####	1
39 Months Cleared	Open	Open	Open	Open	Open	1/3/2023	#####	0
37 Months Cleared	Open	Open	Open	Open	Open	1/3/2023	2/3/2023	0
23 Months Cleared	Open	Open	Open	Open	Open	#####	#####	0
18 Months Cleared	Open	Open	Open	Open	Open	#####	#####	0
22 Months Cleared	Open	Open	Open	Open	Open	1/3/2023	2/1/2023	0
28 Months Cleared	Open	Open	Open	Open	Open	1/3/2023	2/2/2023	0
27 Months Cleared	Open	Open	Open	Open	Open	#####	#####	0
36 Months Cleared	Open	Open	Open	Open	Open	1/3/2023	2/2/2023	0
34 Months Cleared	Open	Open	Open	Open	Open	1/3/2023	2/3/2023	0
23 Months Cleared	Open	Open	Open	Open	Open	1/3/2023	2/3/2023	0
28 Months Cleared	Open	Open	Open	Open	Open	1/3/2023	2/2/2023	0
35 Months Cleared	Open	Open	Open	Open	Open	1/3/2023	2/3/2023	0
27 Months Cleared	Open	Open	Open	Open	Open	1/3/2023	2/1/2023	0
18 Months Cleared	Open	Open	Open	Open	Open	1/3/2023	2/3/2023	0
23 Months Cleared	Open	Open	Open	Open	Open	1/3/2023	2/3/2023	0
33 Months Cleared	Open	Open	Open	Open	Open	1/3/2023	2/3/2023	0
29 Months Cleared	Open	Open	Open	Open	Open	#####	#####	1
9 Months Cleared	Open	Open	Open	Open	Open	#####	#####	0
16 Months Cleared	Open	Open	Open	Open	Open	#####	#####	0
23 Months Cleared	Open	Open	Open	Open	Open	#####	#####	0
23 Months Cleared	Open	Open	Open	Open	Open	#####	#####	0
19 Months Cleared	Open	Open	Open	Open	Open	#####	#####	0
16 Months Cleared	Open	Open	Open	Open	Open	1/3/2023	2/3/2023	0
17 Months Cleared	Open	Open	Open	Open	Open	1/3/2023	2/3/2023	0
32 Months Cleared	Cleared	Open	Open	Open	Open	#####	#####	0
18 Months Cleared	Open	Open	Open	Open	Open	1/3/2023	2/3/2023	0
23 Months Cleared	Open	Open	Open	Open	Open	#####	#####	0
23 Months Cleared	Open	Open	Open	Open	Open	1/3/2023	2/3/2023	0
34 Months Cleared	Open	Open	Open	Open	Open	1/3/2023	2/2/2023	0
29 Months Cleared	Open	Open	Open	Open	Open	#####	#####	0
23 Months Cleared	Open	Open	Open	Open	Open	#####	#####	0
39 Months Cleared	Open	Open	Open	Open	Open	#####	1/5/2023	1

23 Months Rejected	Cleared	Open	Open	Open	Open	#####	#####	1
23 Months Rejected	Cleared	Open	Open	Open	Open	#####	1/5/2023	1
24 Months Returned / Cleared		Open	Open	Open	Open	#####	#####	0
33 Months Returned / Cleared	Pending	Open	Open	Open	Open	#####	#####	1
22 Months Returned / Returned / Cleared		Open	Open	Open	Open	#####	1/4/2023	1
31 Months Returned / Cleared	Open	Open	Open	Open	Open	#####	1/4/2023	1
31 Months Returned / Cleared	Open	Open	Open	Open	Open	#####	#####	1
23 Months Returned / Cleared	Open	Open	Open	Open	Open	#####	#####	0
21 Months Returned / Returned / Cleared		Open	Open	Open	Open	#####	1/9/2023	0
28 Months Returned / Returned / Returned / Returned / Returned / Cleared						#####	#####	0
34 Months Returned / Cleared	Open	Open	Open	Open	Open	#####	#####	0
18 Months Returned / Cleared	Open	Open	Open	Open	Open	#####	#####	0
17 Months Returned / Cleared	Open	Open	Open	Open	Open	#####	#####	0
34 Months Returned / Cleared	Open	Open	Open	Open	Open	#####	#####	0
23 Months Returned / Cleared	Open	Open	Open	Open	Open	#####	#####	0
23 Months Returned / Returned / Returned / Cleared		Open	Open	Open	Open	#####	#####	0
23 Months Returned / Cleared	Open	Open	Open	Open	Open	#####	#####	0
8 Months Returned / Cleared	Open	Open	Open	Open	Open	#####	2/3/2023	0
35 Months Returned / Returned / Cleared		Open	Open	Open	Open	#####	#####	0
23 Months Returned / Cleared	Open	Open	Open	Open	Open	#####	#####	1
23 Months Returned / Cleared	Open	Open	Open	Open	Open	#####	#####	1
24 Months Returned / Returned / Cleared		Open	Open	Open	Open	#####	2/1/2023	0
28 Months Returned / Returned / Returned / Cleared		Returned /	Open			#####	2/1/2023	0
28 Months Returned / Cleared	Open	Open	Open	Open	Open	#####	#####	1
23 Months Returned / Cleared	Open	Open	Open	Open	Open	#####	#####	1
22 Months Returned / Cleared	Open	Open	Open	Open	Open	#####	2/3/2023	0
23 Months Returned / Returned / Cleared		Returned /	Open	Open	Open	#####	2/2/2023	0
23 Months Returned / Cleared	Open	Open	Open	Open	Open	#####	#####	0

Pay Freq.	Payment M	Paused	Client Status	Payments I	Payment S	# NSF's
Monthly	CC	No	Active File	1	1 of 43	1
Monthly	CC	No	Active File	1	1 of 24	0
Monthly	CC	No	Active File	1	1 of 24	0
Monthly	Bank	No	Active File	1	1 of 40	0
Monthly	Bank	No	Active File	1	1 of 40	0
Monthly	Bank	No	Active File	1	1 of 40	0
Monthly	Bank	No	Active File	1	1 of 30	0
Monthly	Bank	No	Active File	1	1 of 24	0
Monthly	Bank	No	Active File	1	1 of 30	0
Monthly	Bank	No	Active File	1	1 of 40	0
Monthly	Bank	No	Active File	1	1 of 48	0
Monthly	Bank	No	Active File	1	1 of 34	0
Monthly	Bank	No	Active File	1	1 of 24	0
Monthly	CC	No	Active File	1	1 of 40	0
Monthly	Bank	No	Active File	1	1 of 25	0
Monthly	CC	No	Active File	1	1 of 40	0
Monthly	Bank	No	Active File	1	1 of 18	0
Monthly	Bank	No	Active File	1	1 of 40	0
Monthly	Bank	No	Active File	1	1 of 36	0
Monthly	CC	Yes	Active File	1	1 of 24	0
Monthly	Bank	No	Active File	1	1 of 34	0
Monthly	CC	No	Active File	1	1 of 28	0
Monthly	CC	No	Active File	1	1 of 24	0
Monthly	CC	No	Active File	1	1 of 30	0
Monthly	CC	No	Active File	1	1 of 24	0
Monthly	CC	No	Active File	1	1 of 24	0
Monthly	CC	No	Active File	1	1 of 18	0
Monthly	CC	No	Active File	1	1 of 24	0
Monthly	Bank	No	Active File	1	1 of 40	0
Monthly	CC	No	Active File	1	1 of 40	0
Monthly	CC	No	Active File	1	1 of 30	0
Monthly	Bank	No	Active File	1	1 of 40	0
Bi-Weekly	Bank	No	Active File	1	1 of 52	0
Monthly	CC	No	Active File	1	1 of 34	0
Monthly	CC	No	Active File	1	1 of 35	0
Monthly	CC	No	Active File	1	1 of 40	0
Monthly	Bank	No	Active File	1	1 of 34	0
Monthly	CC	No	Active File	1	1 of 40	0
Monthly	CC	No	Active File	1	1 of 24	0
Monthly	Bank	No	Active File	1	1 of 40	0
Monthly	CC	No	Active File	1	1 of 48	0
Monthly	CC	No	Active File	1	1 of 24	0
Monthly	CC	No	Active File	1	1 of 30	0
Monthly	CC	No	Active File	1	1 of 36	0
Monthly	CC	No	Active File	1	1 of 32	0
Monthly	CC	No	Active File	1	1 of 48	0

Monthly	Bank	No	Active File	1 1 of 35	0
Monthly	CC	No	Active File	1 1 of 36	0
Semi-Mont	CC	No	Active File	1 1 of 96	0
Monthly	CC	No	Active File	1 1 of 24	0
Monthly	CC	No	Active File	1 1 of 40	0
Bi-Weekly	CC	No	Active File	1 1 of 48	0
Monthly	CC	No	Active File	1 1 of 25	0
Monthly	CC	No	Active File	1 1 of 18	0
Monthly	CC	No	Active File	1 1 of 36	0
Monthly	CC	No	Active File	1 1 of 36	0
Semi-Mont	CC	No	Active File	1 1 of 70	0
Monthly	Bank	No	Active File	1 1 of 32	0
Monthly	CC	No	Active File	1 1 of 24	0
Monthly	CC	No	Active File	1 1 of 24	0
Monthly	Bank	No	Active File	1 1 of 24	0
Monthly	CC	No	Active File	1 1 of 40	0
Monthly	CC	No	Active File	1 1 of 38	0
Monthly	CC	No	Active File	1 1 of 24	0
Monthly	CC	No	Active File	1 1 of 20	0
Monthly	CC	No	Active File	1 1 of 24	0
Monthly	CC	No	Active File	1 1 of 30	0
Monthly	CC	No	Active File	1 1 of 28	0
Monthly	CC	No	Active File	1 1 of 38	0
Monthly	CC	No	Active File	1 1 of 35	0
Monthly	CC	No	Active File	1 1 of 24	0
Monthly	CC	No	Active File	1 1 of 30	0
Monthly	CC	No	Educational Outreach	1 1 of 36	0
Monthly	CC	No	Educational Outreach	1 1 of 29	0
Monthly	CC	No	Educational Outreach	1 1 of 19	0
Monthly	CC	No	Educational Outreach	1 1 of 24	0
Monthly	CC	No	Educational Outreach	1 1 of 34	0
Monthly	Bank	No	Educational Outreach	1 1 of 30	0
Monthly	CC	No	Educational Outreach	1 1 of 10	0
Monthly	CC	No	Educational Outreach	1 1 of 18	0
Monthly	Checks	No	Educational Outreach	1 1 of 24	0
Monthly	CC	No	Educational Outreach	1 1 of 24	0
Monthly	CC	No	Educational Outreach	1 1 of 20	0
Monthly	CC	No	Educational Outreach	1 1 of 17	0
Monthly	CC	No	Educational Outreach	1 1 of 18	0
Monthly	CC	No	Educational Outreach Mis	2 2 of 34	0
Monthly	CC	No	Educational Outreach Mis	1 1 of 19	0
Monthly	CC	No	Educational Outreach Mis	1 1 of 24	0
Monthly	CC	No	Educational Outreach Mis	1 1 of 24	0
Monthly	CC	No	Educational Outreach Mis	1 1 of 36	0
Monthly	CC	No	Educational Outreach Mis	1 1 of 30	0
Monthly	CC	Yes	Hardship Review	1 1 of 24	0
Monthly	Bank	Yes	Unenroll Debt	1 1 of 40	0

Monthly	Bank	No	Active File	1 1 of 25	0
Monthly	Bank	No	Active File	1 1 of 25	0
Monthly	CC	No	Active File	1 1 of 25	1
Monthly	Bank	No	Active File	1 1 of 36	1
Monthly	Bank	No	Active File	1 1 of 26	2
Monthly	Bank	No	Active File	1 1 of 33	1
Monthly	Bank	No	Active File	1 1 of 32	1
Monthly	CC	No	Active File	1 1 of 25	1
Monthly	CC	No	Active File	1 1 of 24	2
Monthly	CC	No	Active File	1 1 of 32	5
Monthly	CC	No	Active File	1 1 of 37	1
Monthly	CC	No	Active File	1 1 of 20	1
Monthly	CC	No	Active File	1 1 of 19	1
Monthly	CC	No	Active File	1 1 of 36	1
Monthly	CC	No	Active File	1 1 of 25	1
Monthly	CC	No	Active File	1 1 of 27	3
Monthly	Checks	No	Active File	1 1 of 25	1
Monthly	CC	No	Hardship Review	1 1 of 10	1
Monthly	CC	No	NSF	1 1 of 36	2
Monthly	Bank	No	NSF	1 1 of 24	1
Monthly	Bank	No	NSF	1 1 of 24	1
Monthly	CC	No	NSF	1 1 of 25	2
Monthly	CC	No	NSF	1 1 of 32	4
Monthly	Bank	No	NSF	1 1 of 29	1
Monthly	Bank	No	NSF	1 1 of 24	1
Monthly	CC	No	NSF	1 1 of 24	1
Monthly	CC	No	NSF	1 1 of 26	3
Monthly	CC	No	Payment Change Requirec	1 1 of 25	1

EXHIBIT “7”

ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

This ACCOUNTS RECEIVABLE PURCHASE AGREEMENT (this “**Agreement**”) is made as of January 20, 2023 (the “**Agreement Date**”), by and between The Litigation Practice Group PC (collectively the “**Buyer**”), and Debt Relief Group (the “**Seller**” or “**LPG**”, and together with the Buyer, the “**Parties**”), and The Litigation Practice Group PC (“**LPG**”).

RECITALS

WHEREAS, in the regular course of business, the Seller originates account receivables from **LPG** in connection with client on-boarding services provided by the Seller to LPG and its affiliates;

WHEREAS, the account receivables represent an obligation of various clients to pay Seller for services that Seller previously provided, but which LPG shall provide from the date of execution of this Agreement;

WHEREAS, the Seller desires to sell, assign, transfer, and deliver to the Buyer, and the Buyer desires to purchase, acquire, and accept from the Seller, certain of these account receivables (the “**Purchased Accounts**”).

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.1 Certain Definitions. Certain defined terms used in this Agreement are set forth on Exhibit A.

ARTICLE 2. ASSIGNMENT AND TRANSFER AND CONSIDERATION

Section 2.1 Assignment of the Purchased Accounts to the Buyer. Upon execution of this Agreement and subject to the terms and conditions set forth herein, the Seller shall sell, assign, transfer, and deliver, and the Buyer shall purchase, acquire, and accept from the Seller, all of the Seller’s right, title, and interest in and to the Purchased Accounts set forth on the spreadsheet attached to this Agreement, free and clear of any Liens. Other than the Purchased Accounts, the Buyer shall not purchase or acquire any other assets of the Seller (collectively, the “**Excluded Assets**”).

Section 2.2 No Assumption of Liabilities. The Buyer shall not assume any Liabilities of the Seller of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereinafter created (collectively, the “**Excluded Liabilities**”).

Section 2.3 Payment of Purchase Price. Buyer shall pay \$145,524.90 (total purchase price) for the Purchased Accounts (the “**Purchase Price**”) by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth in Schedule 2.3 (the “**Wire Instructions**”). The Purchased Accounts are set forth on the attached spreadsheet.

Section 2.4 Guarantee of LPG. If any file acquired by buyer shall fail to make a first payment, LPG will replace the file and bear any cost associated with such replacement. The replacement file shall yield no less than the receivable of the failed file. In addition, if any any calendar month a total of less than 80% of files make a cleared payment, LPG shall replace any non-performing files in such month so that the performance of the file

package as a whole equals 80%. This guarantee shall continue until the completion of the 24th month following execution of this agreement.

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Buyer, as of the Agreement Date and as of the Closing Date, or, if expressly made as of a specified date, as of such specified date, as follows:

Section 3.1 Organization; Good Standing. The Seller is a Limited Liability Company duly organized, validly existing, and in good standing under the Laws of the State of Delaware and is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership or operation of the Business requires such qualification, except where the failure to be so qualified would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, results of operations, financial condition, or assets of the Seller.

Section 3.2 Power and Authority. The Seller has all requisite right, power, and authority to execute, deliver, and perform this Agreement and the Transaction Agreements to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Agreements by the Seller, and the consummation by the Seller of the transactions contemplated hereby and thereby, have been duly approved by the Seller, and no further action is required on the part of the Seller to authorize this Agreement, any Transaction Agreement to which it is a party, or the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Agreements will be, duly and validly executed and delivered by the Seller and, assuming the due and valid authorization, execution, and delivery of this Agreement by the other Parties, and of each such Transaction Agreement by the other parties thereto, constitutes, or will constitute, a valid and binding obligation of the Seller, enforceable against it in accordance with its terms and conditions, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other Laws affecting enforcement of creditor's rights generally and except insofar as the availability of equitable remedies may be limited by applicable Law.

Section 3.3 Title to, and Sufficiency of, the Purchased Accounts. The Seller has and shall convey to the Buyer, at the Closing, good, valid, transferable, and marketable title to, or valid leasehold interests in, all of the Purchased Accounts, free and clear of all Liens.

Section 3.4 Consents. The Seller is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of, any Governmental Body or Third Party, including a party to any assigned contract, in connection with the execution, delivery, and performance by the Seller of this Agreement or any of the Transaction Agreements to which it is a party or the consummation of the transactions contemplated hereby and thereby.

Section 3.5 No Conflicts. The execution and delivery by the Seller of this Agreement and each of the Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, will not conflict with, result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to an additional payment obligation, a right of termination, cancellation, modification, or acceleration of any obligation, or loss of any benefit, under: (a) any provision of the Organizational Documents of the Seller; (b) any contract to which the Seller is party, including, without limitation, any assigned contract; or (c) any Law or order applicable to the Seller or any of the Purchased Accounts.

Section 3.6 Compliance with Laws. The Seller has materially complied, and is now materially complying, with all Laws applicable to the ownership and use of the Purchased Accounts.

Section 3.7 Legal Proceedings. There is no Action of any nature pending or, to the Knowledge of the Seller, threatened against or by the Seller: (a) relating to or affecting the Purchased Accounts or (b) that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement and the Transaction Agreements. No event has occurred or circumstance exists that may give rise to, or serve as a basis for, any such Action.

Section 3.8 Condition of Purchased Accounts. Each Purchased Account shall have received no less than one processed payment.

Section 3.9 Confidentiality. Seller agrees and acknowledges that all Purchased Accounts, the pricing, and all terms set forth in this Agreement are confidential (together, the “**Confidential Information**”). Seller will at all times keep the Confidential Information in confidence and trust. Seller will not, without the prior written consent of an authorized officer of Buyer, (A) copy, use or disclose any Confidential Information, (B) deliver or disclose any Confidential Information to any person or entity outside the Buyer, or (C) use the Confidential Information for Seller’s own use or use it to the detriment of Buyer. Notwithstanding the foregoing, Seller may, without consent, use the Confidential Information and disclose and deliver same to Seller’s employees or agents, if applicable, who have a need to know, provided such employees or agents have entered into written agreements approved by Buyer and containing provisions at least as restrictive as these provisions. Seller agrees that violation of this Section 3.9. The Parties agree that the disclosure of the Confidential Information in violation of this Agreement may cause the Buyer irreparable harm and that any breach or threatened breach by the Seller entitles Buyer to seek injunctive relief, in addition to any other legal or equitable remedies available to it, in any court of competent jurisdiction.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller, as of the Agreement Date and as of the Closing Date, or, if expressly made as of a specified date, as of such specified date, as follows:

Section 4.1 Organization; Good Standing. The Buyer is a limited liability company, duly organized, validly existing, and in good standing under the Laws of the State of Florida.

Section 4.2 Power and Authority. The Buyer has all requisite right, power, and authority to execute, deliver, and perform this Agreement and the Transaction Agreements to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Agreements by the Buyer, and the consummation by the Buyer of the transactions contemplated hereby and thereby, have been duly approved by the Buyer, and no further action is required on the part of the Buyer to authorize this Agreement, any Transaction Agreement to which it is a party, or the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Agreements will be, duly and validly executed and delivered by the Buyer and, assuming the due and valid authorization, execution, and delivery of this Agreement by the other Parties, and of each such Transaction Agreement by the other parties thereto, constitutes, or will constitute, a valid and binding obligation of the Buyer, enforceable against it in accordance with its terms and conditions, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Laws affecting enforcement of creditor’s rights generally and except insofar as the availability of equitable remedies may be limited by applicable Law.

Section 4.3 No Conflicts. The execution and delivery by the Buyer of this Agreement and each of the Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, will not conflict with, result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to an additional payment obligation, a right of termination, cancellation, modification, or acceleration of, any obligation, or loss of any benefit under: (a) any provision of the Buyer's Organizational Documents; (b) any contract to which the Buyer is party, other than the Buyer Representation Agreement; or (c) any Law applicable to the Buyer.

Section 4.4 Sufficient Funds. The Buyer has, and will have, sufficient funds available to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement and the Transaction Agreements.

ARTICLE 5. COVENANTS

Section 5.1 Appropriate Actions.

(a) General. Each of the Parties shall use commercially reasonable efforts to take all actions necessary to consummate the transactions contemplated by this Agreement as soon as reasonably practicable after the execution of this Agreement, including taking all actions necessary to comply promptly with all applicable Laws that may be imposed on it or any of its Affiliates with respect to the Closing.

ARTICLE 6. CLOSING

Section 6.1 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") will take place upon the execution and delivery of this Agreement or at such other time, date, and place as the Parties may agree in writing. The date on which the Closing occurs is hereinafter referred to as the "**Closing Date**." The Parties agree that the Closing may take place by the electronic exchange of executed counterpart documents and the electronic transfer of funds.

Section 6.2 Closing Deliverables of the Seller. At or prior to the Closing, Seller shall deliver to Buyer any of the following if requested by Buyer: (i) a bill of sale and assignment and assumption agreement substantially in the form attached hereto as **Exhibit B** (the "**Bill of Sale and Assignment and Assumption Agreement**"), duly executed by the Seller, effecting the transfer and assignment to, and assumption by, the Buyer of the Purchased Accounts; and (ii) such other customary instruments of transfer, assumption, filings, or documents, in form and substance reasonably satisfactory to the Buyer, as may be required to give effect to this Agreement.

Section 6.3 Closing Deliverables of the Buyer. At or prior to the Closing, the Seller shall have received the following: (i) the Upfront Cash Payment; and (ii) if requested pursuant to Section 6.2, the Bill of Sale and Assignment and Assumption Agreement, duly executed by the Buyer.

Section 6.4 Indemnification by the Seller. Subject to the limitations set forth in this Article 6, the Seller agrees to indemnify and hold harmless the Buyer, including its shareholders, members, directors, managers, officers, employees, Affiliates, and agents (each, a "**Buyer Indemnified Party**" and, collectively, the "**Buyer Indemnified Parties**"), against all claims, losses, Liabilities, damages, deficiencies, diminutions in value, costs, interest, awards, judgments, penalties, and expenses, including reasonable out-of-pocket attorneys' and consultants' fees and expenses and including any such reasonable expenses incurred in connection with investigating, defending against, or settling any of the foregoing (each, a "**Loss**" and, collectively, the "**Losses**") paid, suffered, incurred, sustained, or accrued by any Buyer Indemnified Party, directly or indirectly, as a result of,

arising out of, or in connection with: (a) any inaccuracy in, or breach of, any of the representations or warranties of the Seller contained in this Agreement, (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by the Seller pursuant to this Agreement, (c) any Excluded Asset or any Excluded Liability.

Section 6.5 Indemnification by the Buyer. Subject to the limitations set forth in this Article 6, the Buyer agrees to indemnify and hold harmless the Seller, including its Affiliates and agents (each, a “**Seller Indemnified Party**” and, collectively, the “**Seller Indemnified Parties**”), against all Losses paid, suffered, incurred, sustained, or accrued by any Seller Indemnified Party, directly or indirectly, as a result of, arising out of, or in connection with: (a) any inaccuracy in, or breach of, any of the representations or warranties of the Buyer contained in this Agreement; (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by the Buyer pursuant to this Agreement; (c) any event or occurrence related to the Purchased Accounts or Buyer occurring after the Closing; or (d) resulting from any omissions or misstatements made by Buyer to investors or potential investors.

Section 6.6 Indemnification Procedures.

(a) No Restraints. Promptly following receipt by an Indemnified Party of notice by a Third Party (including any Governmental Body) of any complaint, dispute, or claim or the commencement of any audit, investigation, Action or proceeding with respect to which such Indemnified Party may be entitled to indemnification pursuant hereto (a “**Third-party Claim**”), such Indemnified Party shall provide written notice thereof to the Indemnifying Party, provided, however, that the failure to so notify the Indemnifying Party shall relieve the Indemnifying Party from Liability hereunder with respect to such Third-party Claim only if, and only to the extent that, such failure to so notify the Indemnifying Party results in the forfeiture by the Indemnifying Party of rights and defenses otherwise available to the Indemnifying Party with respect to such Third-party Claim. The Indemnifying Party shall have the right, upon written notice delivered to the Indemnified Party within twenty days thereafter assuming full responsibility for any Losses resulting from such Third-party Claim, to assume the defense of such Third-party Claim, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the fees and disbursements of such counsel; provided, however, if the Indemnifying Party declines or fails to assume the defense of such Third-party Claim on the terms provided above or to employ counsel reasonably satisfactory to the Indemnified Party, in either case within such twenty day period, then any Losses shall include the reasonable fees and disbursements of counsel for the Indemnified Party as incurred. In any Third-party Claim for which indemnification is being sought hereunder the Indemnified Party or the Indemnifying Party, whichever is not assuming the defense of such Third-party Claim, shall have the right to participate in such matter and to retain its own counsel at such Party’s own expense. The Indemnifying Party or the Indemnified Party (as the case may be) shall at all times use reasonable efforts to keep the Indemnifying Party or Indemnified Party (as the case may be) reasonably apprised of the status of the defense of any matter, the defense of which it is maintaining, and to cooperate in good faith with each other with respect to the defense of any such matter.

(b) No Indemnified Party may settle or compromise any Third-party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder without the prior written consent of the Indemnifying Party (which may not be unreasonably withheld or delayed), unless (i) the Indemnifying Party fails to assume and maintain the defense of such Third-party Claim or (ii) such settlement, compromise, or consent includes an unconditional release of the Indemnifying Party and its officers, directors, employees and Affiliates from all Liability arising out of, or related to, such Third-party Claim. An Indemnifying Party may not, without the prior written consent of the Indemnified Party, settle or compromise any Third-party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless such settlement, compromise, or consent (A) includes an unconditional release of the Indemnified Party and its officers, directors, employees, and Affiliates from all Liability arising out of, or related to, such Third-party

Claim, (B) does not contain any admission or statement suggesting any wrongdoing or Liability on behalf of the Indemnified Party, and (C) does not contain any equitable order, judgment, or term that in any manner affects, restrains, or interferes with the business of the Indemnified Party or any of the Indemnified Party's Affiliates.

(c) If an Indemnified Party claims a right to payment pursuant hereto with respect to any matter not involving a Third-party Claim (a "**Direct Claim**"), such Indemnified Party shall send written notice of such claim to the appropriate Indemnifying Party (each, a "**Notice of Claim**"). Such Notice of Claim shall specify the basis for such Direct Claim. The failure by any Indemnified Party so to notify the Indemnifying Party shall not relieve the Indemnifying Party from any Liability that it may have to such Indemnified Party with respect to any Direct Claim made pursuant to this Section 6.6(c). If the Indemnifying Party does not notify the Indemnified Party within thirty days following its receipt of such Notice of Claim that the Indemnifying Party disputes its Liability to the Indemnified Party under this Article 6 or the amount thereof, the Direct Claim specified by the Indemnified Party in such Notice of Claim shall be conclusively deemed a Liability of the Indemnifying Party under this Article 6, and the Indemnifying Party shall pay the amount of such Liability to the Indemnified Party on demand or, in the case of any Notice of Claim in which the amount of the Direct Claim (or any portion of the Direct Claim) is estimated, on such later date when the amount of such Direct Claim (or such portion of such Direct Claim) becomes finally determined. In the event that the Indemnifying Party has timely disputed its Liability with respect to such Direct Claim as provided above, as promptly as possible, such Indemnified Party and the appropriate Indemnifying Party shall establish the merits and amount of such Direct Claim (by mutual agreement, litigation, arbitration or otherwise) and, within five business days following the final determination of the merits and amount of such Direct Claim, the Indemnifying Party shall pay to the Indemnified Party an amount equal to such Direct Claim as determined hereunder.

ARTICLE 7.

MISCELLANEOUS

Section 7.1 Entire Agreement; Amendment. This Agreement and the Transaction Agreements (including the exhibits hereto and thereto and the documents referred to therein) constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof. This Agreement may be amended with the written consent of each of the Parties or any successor thereto by execution of an instrument in writing.

Section 7.2 Waivers. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. To the maximum extent permitted by applicable Law: (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Parties; (b) no waiver that may be given by a Party will be applicable except in the specific instance for what it is given; and (c) no notice to, or demand on, one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the Transaction Agreements.

Section 7.3 Notices. All notices and other communications required or permitted hereunder shall be made to the address of a Party listed on the signature page to this Agreement and shall be (a) in writing, (b) effective when given, and (c), in any event, deemed to be given upon receipt or, if earlier: (i) upon delivery, if delivered by hand; (ii) two business days after deposit with FedEx Express or similar recognized international overnight courier service, freight prepaid; or (iii) one business day after facsimile or electronic mail transmission. A Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties advance written notice pursuant to the provisions above.

Section 7.4 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties named herein and their respective successors and permitted assigns. Neither this Agreement nor any rights or obligations of a Party hereunder shall be assigned by a Party (unless to an Affiliate of such Party) without the prior written consent of the other Parties. This Agreement will be binding upon any permitted assignee of any Party. No assignment shall have the effect of relieving any Party to this Agreement of any of its obligations hereunder.

Section 7.5 Public Disclosure. Except as may be required by Law, the Seller shall not issue any statement or communication to any Third Party (other than its respective agents) regarding the subject matter of this Agreement or the transactions contemplated hereby, including, if applicable, the termination of this Agreement and the reasons therefor, without the prior written consent of the Buyer.

Section 7.6 Expenses and Fees. Whether or not the Closing occurs, all fees and expenses incurred in connection with this transactions contemplated by this Agreement, including all legal, accounting, financial advisory, consulting and all other fees and expenses of Third Parties incurred by a Party in connection with the negotiation and effectuation of the terms and conditions of this Agreement and the transactions contemplated hereby, shall be the obligation of the respective Party incurring such fees and expenses.

Section 7.7 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement was not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled hereunder, at Law or in equity.

Section 7.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 7.9 Governing Law. This Agreement shall, in all respects, be construed in accordance with, and governed by, the Laws of the State of California without regard to conflict of Laws principles.

Section 7.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Section 7.11 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

BUYER:

The Litigation Practice Group P.C.

DocuSigned by:
By: Daniel S March
9D494DB1993341E...
Name: Daniel S March
Title: Managing Shareholder

SELLER:

Debt Relief Group

DocuSigned by:
By: Billy Burns
3ECDD8C6C1774C9...
Name: William Burns
Title: CEO

APPROVAL OF ASSIGNMENT AND GUARANTEE

The assignment of the Purchased Accounts set forth in this Agreement as well as the guarantee included therein is hereby approved, and with respect to the Purchased Accounts, the Buyer shall have all rights of Buyer as set forth in this agreement.

The Litigation Practice Group P.C.

DocuSigned by:
By: Daniel S March
9D494DB1993341E...
Name: Daniel S. March
Title: Managing Shareholder

EXHIBIT A**DEFINITIONS**

As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

(a) **"Action"** shall mean any civil, criminal, or administrative action, claim, suit, demand, charge, citation, reexamination, opposition, interference, decree, injunction, mediation, hearing, notice of violation, demand letter, litigation, proceeding, labor dispute, arbitral action, governmental or other audit, inquiry, criminal prosecution, investigation, unfair labor practice charge, or complaint.

(b) **"Agreement"** shall have the meaning set forth in the preamble to this Agreement.

(c) **"Agreement Date"** shall have the meaning set forth in the preamble to this Agreement.

(d) **"Affiliate"** shall mean (i) with respect to any non-natural Person, any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person and (ii), with respect to any individual, (A) family members of such individual, by blood, adoption, or marriage, (B) such individual's spouse or ex-spouse and (C) any Person that is directly or indirectly under the control of any of the foregoing individuals. For purposes of this definition, "control" (including with correlative meanings, the terms "controlling," "controlled by," and under "common control with") means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

(e) **"Bill of Sale and Assignment and Assumption Agreement"** shall have the meaning set forth in Section 6.2.

(f) **"Business"** shall mean the business of the Seller as conducted on the Agreement Date.

(g) **"Buyer"** shall have the meaning set forth in the preamble to this Agreement.

(h) **"Buyer Indemnified Parties"** shall have the meaning set forth in Section 6.4.

(i) **"Closing"** shall have the meaning set forth in Section 6.1.

(j) **"Closing Date"** shall have the meaning set forth in Section 6.1.

(k) **"Direct Claim"** shall have the meaning set forth in Section 6.6(c).

(l) **"Excluded Assets"** shall have the meaning set forth in Section 2.1.

(m) **"Excluded Liabilities"** shall have the meaning set forth in Section 2.2.

(n) **"Governmental Body"** shall mean any: (i) nation, province, state, county, city, town, village, district, or other jurisdiction of any nature; (ii) federal, provincial, state, local, municipal, foreign, or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

(o) **"Indebtedness"** means, without duplication and with respect to the Seller, all: (i) indebtedness for borrowed money; (ii) obligations for the deferred purchase price of property or services; (iii) long or short-term obligations evidenced by notes, bonds, debentures or other similar instruments; (iv) obligations under any interest rate, currency swap, or other hedging agreement or arrangement; (v) capital lease obligations; (vi) reimbursement obligations under any letter of credit, banker's acceptance or similar credit transactions; (vii) guarantees made by the Seller on behalf of any third party in respect of obligations of the kind referred to in the foregoing clauses (i) through (vi); and (viii) any unpaid interest, prepayment penalties, premiums, costs and fees that would arise or become due as a result of the prepayment of any of the obligations referred to in the foregoing clauses (i) through (vii).

(p) **"Indemnified Party"** shall mean a Buyer Indemnified Party or a Seller Indemnified Party, as the case may be, making a claim for indemnification under Article 6.

(q) **"Indemnifying Party"** shall mean a Party against whom a claim for indemnification is asserted under Article 6.

(r) **"Knowledge"** shall mean, with respect to the Seller, the actual or constructive knowledge of all facts relevant to this transaction and the transacting parties, after due inquiry.

(s) **"Law"** shall mean any law, statute, ordinance, regulation, rule, code, notice requirement, court decision, or agency guideline, of any foreign, federal, state, or local Governmental Body.

(t) **"Liabilities"** shall mean any direct or indirect liability, Indebtedness, obligation, commitment, expense, claim, deficiency, guaranty, or endorsement of, or by, any Person of any type, known or unknown, and whether accrued, absolute, contingent, matured, unmatured, determined or undeterminable, on- or off-balance sheet, or other.

(u) **"Lien"** shall mean any mortgage, pledge, lien, charge, claim, security interest, adverse claims of ownership or use, restrictions on transfer, defect of title, or other encumbrance of any sort.

(v) **"Losses"** shall have the meaning set forth in Section 6.4.

(w) **"Notice of Claim"** shall have the meaning set forth in Section 6.6(c).

(x) **"Organizational Documents"** shall mean, with respect to a Person, the charter, bylaws, limited liability company agreement, and other organizational documents of such Person, in each case, as amended.

(y) **"Party"** or **"Parties"** shall have the meaning set forth in the preamble to this Agreement.

(z) **"Permitted Liens"** shall mean (i) Liens for Taxes not yet delinquent or being contested in good faith by appropriate proceedings, (ii) statutory Liens (including materialmen's, warehousemen's, mechanic's, repairmen's, landlord's, and other similar Liens) arising in the ordinary course of business securing payments not yet delinquent or being contested in good faith by appropriate proceedings, and (iii) restrictive covenants, easements, and defects, imperfections or irregularities of title, if any, of a nature that do not materially and adversely affect the assets or properties subject thereto.

(aa) **"Person"** shall mean any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, Governmental Body, or other entity.

(bb) **"Purchase Price"** shall have the meaning set forth in Section 2.3.

(cc) **"Purchased Accounts"** shall have the meaning set forth in the Recitals.

(dd) **"Seller"** shall have the meaning set forth in the preamble to this Agreement.

(ee) **"Seller Indemnified Parties"** shall have the meaning set forth in Section 6.5.

(ff) **"Tax" or "Taxes"** shall mean any U.S. federal, state, local or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, escheat, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

(gg) **"Tax Returns"** means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

(hh) **"Third Party" or "Third Parties"** shall mean any Person other than the Parties or their respective Affiliates.

(ii) **"Third-party Claim"** shall have the meaning set forth in Section 6.6(a).

(jj) **"Transaction Agreements"** shall mean the Bill of Sale and Assignment and Assumption Agreement, and each other agreement, instrument, and/or certificate contemplated by this Agreement or such other agreements to be executed in connection with the transactions contemplated hereby or thereby.

(kk) **"Upfront Cash Payment"** shall have the meaning set forth in Section 2.3.

(ll) **"Wire Instructions"** shall have the meaning set forth in Section 2.3.

EXHIBIT B**FORM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”), is made by and between **Buyer**, and **Seller**. Each of the Seller and the Buyer are sometimes referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**.”

WHEREAS, the Buyer and the Seller have entered into that certain Accounts Receivable Purchase Agreement, of even date herewith (the “**Purchase Agreement**”), pursuant to which the Seller has agreed to sell, assign, transfer, and deliver to the Buyer, and the Buyer has agreed to purchase, acquire, and accept from the Seller, all right, title, and interest of the Seller in and to the Purchased Accounts, free and clear of any Liens.

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Defined Terms.** Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Purchase Agreement.
2. **Sale of Purchased Accounts; Assignment.** The Seller hereby sells, assigns, transfers, and delivers to the Buyer, and the Buyer hereby purchases, acquires, and accepts from the Seller, all right, title, and interest of the Seller in and to the Purchased Accounts, free and clear of any Liens.
3. **Further Assurances.** Each of the Parties agrees, from time to time, at the request of the any other Party, to execute and deliver such other instruments of conveyance, power of attorney, sale, transfer, or assignment and take such other actions as such other Party may reasonably request in order to more effectively consummate the transactions contemplated by this Agreement.
4. **Terms of the Purchase Agreement.** This Agreement is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Purchased Accounts are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of page intentionally left blank.]

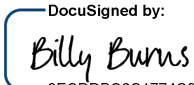
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

BUYER: The Litigation Practice Group P.C.

By: 
Name: Daniel S. March
Title: Managing Shareholder

SELLER:

Debt Relief Group

By: 
Name: William Burns
Title: CEO

**Schedule 2.3
Wire Instructions**

\$145,524.90

Account Holder Name: Debt Relief Group

Address: 1800 Old Okeechobee Rd Suite 200, West Palm Beach, FL 33409

Routing Number: [REDACTED]

Account Number [REDACTED]

Full Name	Customer I	Company	Assigned T	Enrolled D	Monthly P	Second Pay	Third Pay	Fourth Pay	Fifth Pay
		BATLLC-65	Debt Relie	#####	253	253	253	253	253
		BATLLC-66	Debt Relie	#####	261.08	261.08	261.08	261.08	261.08
		BATLLC-66	Debt Relie	#####	273.8	253.4	253.4	253.4	253.4
		BATLLC-66	Debt Relie	#####	254.31	254.31	254.31	254.31	254.31
		BATLLC-66	Debt Relie	#####	249.6	249.6	249.6	249.6	249.6
		BATLLC-66	Debt Relie	#####	252.42	252.42	252.42	252.42	252.42
		BATLLC-66	Debt Relie	#####	262	262	262	262	262
		BATLLC-66	Debt Relie	#####	396.68	327.96	327.96	327.96	327.96
		BATLLC-66	Debt Relie	#####	330.86	330.86	330.86	330.86	330.86
		BATLLC-67	Debt Relie	#####	251.9	251.9	251.9	251.9	251.9
		BATLLC-67	Debt Relie	#####	422.07	422.07	422.07	422.07	422.07
		BATLLC-67	Debt Relie	#####	311.57	311.57	311.57	311.57	311.57
		BATLLC-67	Debt Relie	#####	250.92	250.92	250.92	250.92	250.92
		BATLLC-67	Debt Relie	#####	279.82	279.82	279.82	279.82	279.82
		BATLLC-67	Debt Relie	#####	350.02	350.02	350.02	350.02	350.02
		BATLLC-67	Debt Relie	#####	380.85	380.85	380.85	380.85	380.85
		BATLLC-67	Debt Relie	#####	285.49	285.49	285.49	285.49	285.49
		BATLLC-67	Debt Relie	#####	309.95	309.95	309.95	309.95	309.95
		BATLLC-67	Debt Relie	#####	253	253	253	253	253
		BATLLC-67	Debt Relie	#####	254.14	254.14	254.14	254.14	254.14
		BATLLC-67	Debt Relie	#####	446.01	446.01	446.01	446.01	446.01
		BATLLC-67	Debt Relie	#####	251.47	251.47	251.47	251.47	251.47
		BATLLC-67	Debt Relie	#####	250.45	250.45	250.45	250.45	250.45
		BATLLC-67	Debt Relie	#####	291.88	291.88	291.88	291.88	291.88
		BATLLC-67	Debt Relie	#####	327.34	327.34	327.34	327.34	327.34
		BATLLC-67	Debt Relie	#####	253.49	253.49	253.49	253.49	253.49
		BATLLC-67	Debt Relie	#####	405.67	405.67	405.67	405.67	405.67
		BATLLC-67	Debt Relie	#####	288.95	288.95	288.95	288.95	288.95
		BATLLC-67	Debt Relie	#####	252.56	252.56	252.56	252.56	252.56
		BATLLC-67	Debt Relie	#####	279.85	279.85	279.85	279.85	279.85
		BATLLC-67	Debt Relie	#####	251.8	251.8	251.8	251.8	251.8
		BATLLC-67	Debt Relie	#####	345.93	345.93	345.93	345.93	345.93
		BATLLC-67	Debt Relie	#####	251.88	251.88	251.88	251.88	251.88
		BATLLC-67	Debt Relie	#####	253.14	253.14	253.14	253.14	253.14
		BATLLC-67	Debt Relie	#####	353.74	353.74	353.74	353.74	353.74
		BATLLC-67	Debt Relie	#####	317.32	317.32	317.32	317.32	317.32
		BATLLC-67	Debt Relie	#####	376.37	376.37	376.37	376.37	376.37
		BATLLC-67	Debt Relie	#####	286.58	286.58	286.58	286.58	286.58
		BATLLC-67	Debt Relie	#####	310.78	310.78	310.78	310.78	310.78
		BATLLC-67	Debt Relie	#####	250.84	250.84	250.84	250.84	250.84
		BATLLC-67	Debt Relie	#####	377.37	377.37	377.37	377.37	377.37
		BATLLC-67	Debt Relie	#####	251.96	251.96	251.96	251.96	251.96
		BATLLC-67	Debt Relie	#####	292.89	292.89	292.89	292.89	292.89
		BATLLC-67	Debt Relie	#####	252.41	252.41	252.41	252.41	252.41
		BATLLC-67	Debt Relie	#####	253.63	253.63	253.63	253.63	253.63
		BATLLC-67	Debt Relie	#####	289.63	289.63	289.63	289.63	289.63

BATLLC-67 Debt Relief	#####	280.04	280.04	280.04	280.04	280.04
BATLLC-67 Debt Relief	#####	222.58	222.58	222.58	222.58	222.58
BATLLC-67 Debt Relief	#####	346.42	346.42	346.42	346.42	346.42
BATLLC-67 Debt Relief	#####	342.52	342.52	342.52	342.52	342.52
BATLLC-67 Debt Relief	#####	729.72	729.72	729.72	729.72	729.72
BATLLC-67 Debt Relief	#####	296.57	296.57	296.57	296.57	296.57
BATLLC-68 Debt Relief	#####	250.49	250.49	250.49	250.49	250.49
BATLLC-68 Debt Relief	#####	251.04	251.04	251.04	251.04	251.04
BATLLC-68 Debt Relief	#####	299.85	299.85	299.85	299.85	299.85
BATLLC-68 Debt Relief	#####	254.5	254.5	254.5	254.5	254.5
BATLLC-68 Debt Relief	#####	249.9	249.9	249.9	249.9	249.9
BATLLC-68 Debt Relief	#####	1189.87	1189.87	1189.87	1189.87	1189.87
BATLLC-68 Debt Relief	#####	274.69	274.69	274.69	274.69	274.69
BATLLC-68 Debt Relief	#####	250.14	250.14	250.14	250.14	250.14
BATLLC-68 Debt Relief	#####	258.91	258.91	258.91	258.91	258.91
BATLLC-68 Debt Relief	#####	494.53	494.53	494.53	494.53	494.53
BATLLC-68 Debt Relief	#####	294.28	294.28	294.28	294.28	294.28
BATLLC-68 Debt Relief	#####	258.12	258.12	258.12	258.12	258.12
BATLLC-68 Debt Relief	#####	378.77	378.77	378.77	378.77	378.77
BATLLC-68 Debt Relief	1/3/2023	281.88	281.88	281.88	281.88	281.88
BATLLC-68 Debt Relief	1/3/2023	256.17	256.17	256.17	256.17	256.17
BATLLC-68 Debt Relief	1/4/2023	250.45	250.45	250.45	250.45	250.45
BATLLC-68 Debt Relief	1/4/2023	303.32	303.32	303.32	303.32	303.32
BATLLC-68 Debt Relief	1/3/2023	251.25	251.25	251.25	251.25	251.25
BATLLC-68 Debt Relief	1/3/2023	243.48	243.48	243.48	243.48	243.48
BATLLC-68 Debt Relief	1/4/2023	345.95	345.95	345.95	345.95	345.95
BATLLC-68 Debt Relief	1/4/2023	250.15	246.43	246.43	246.43	246.43
BATLLC-68 Debt Relief	1/5/2023	126.45	126.45	126.45	126.45	126.45
BATLLC-68 Debt Relief	1/5/2023	253.08	253.08	253.08	253.08	253.08
BATLLC-68 Debt Relief	1/6/2023	389.18	389.18	389.18	389.18	389.18
BATLLC-68 Debt Relief	1/6/2023	338.05	338.05	338.05	338.05	338.05
BATLLC-68 Debt Relief	1/6/2023	252.24	252.24	252.24	252.24	252.24
BATLLC-67 Debt Relief	#####	270.6	270.6	270.6	270.6	270.6
BATLLC-68 Debt Relief	1/3/2023	253.36	253.36	253.36	253.36	253.36
BATLLC-68 Debt Relief	1/3/2023	294.77	294.77	294.77	294.77	294.77
BATLLC-68 Debt Relief	1/5/2023	308.95	308.95	308.95	308.95	308.95
BATLLC-68 Debt Relief	1/4/2023	258.97	258.97	258.97	258.97	258.97
BATLLC-68 Debt Relief	#####	369.44	369.44	369.44	369.44	369.44
BATLLC-68 Debt Relief	1/4/2023	278.09	278.09	278.09	278.09	278.09
BATLLC-68 Debt Relief	#####	125.34	125.34	125.34	125.34	125.34
BATLLC-67 Debt Relief	#####	253.32	253.32	253.32	253.32	253.32
BATLLC-67 Debt Relief	#####	250.78	250.78	250.78	250.78	250.78
BATLLC-67 Debt Relief	#####	125.83	125.83	125.83	125.83	125.83
BATLLC-67 Debt Relief	#####	267.25	267.25	267.25	267.25	267.25
BATLLC-67 Debt Relief	#####	444.28	444.28	444.28	444.28	444.28
BATLLC-67 Debt Relief	#####	284.99	284.99	284.99	284.99	284.99
BATLLC-68 Debt Relief	#####	282.79	282.79	282.79	282.79	282.79

BATLLC-68: Debt Relief	1/3/2023	252.07	252.07	252.07	252.07	252.07
BATLLC-68: Debt Relief	1/3/2023	394.03	394.03	394.03	394.03	394.03
BATLLC-68: Debt Relief	1/3/2023	299.61	299.61	299.61	299.61	299.61
BATLLC-68: Debt Relief	1/3/2023	251.55	251.55	251.55	251.55	251.55
BATLLC-68: Debt Relief	1/9/2023	254.03	254.03	254.03	254.03	254.03
BATLLC-67: Debt Relief	#####	258.28	258.28	258.28	258.28	258.28
BATLLC-66: Debt Relief	#####	298.75	298.75	298.75	298.75	298.75
BATLLC-68: Debt Relief	1/5/2023	256.48	256.48	256.48	256.48	256.48
BATLLC-65: Debt Relief	#####	284.36	284.36	284.36	284.36	284.36
BATLLC-66: Debt Relief	#####	250.61	250.61	250.61	250.61	250.61
BATLLC-63: Debt Relief	#####	285.08	285.08	285.08	310.08	335.08
BATLLC-65: Debt Relief	#####	229.42	229.42	229.42	254.42	254.42
BATLLC-65: Debt Relief	#####	354.62	379.62	354.62	734.24	354.62
BATLLC-65: Debt Relief	#####	264.28	264.28	264.28	264.28	264.28
BATLLC-65: Debt Relief	#####	250.03	275.03	250.03	250.03	250.03
BATLLC-66: Debt Relief	#####	328.34	249.66	249.66	249.66	249.66
BATLLC-66: Debt Relief	#####	100	100	308.45	333.45	308.45
BATLLC-66: Debt Relief	#####	261.39	261.39	261.39	261.39	261.39
BATLLC-67: Debt Relief	#####	253.71	278.71	253.71	253.71	253.71
BATLLC-67: Debt Relief	#####	401.96	426.96	401.96	401.96	401.96
BATLLC-67: Debt Relief	#####	251.42	251.42	251.42	251.42	251.42
BATLLC-67: Debt Relief	#####	250.74	250.74	250.74	250.74	250.74
BATLLC-67: Debt Relief	#####	255.19	255.19	255.19	255.19	255.19
BATLLC-68: Debt Relief	1/4/2023	261.2	261.2	261.2	261.2	261.2
BATLLC-68: Debt Relief	1/5/2023	299.86	324.86	299.86	299.86	299.86
BATLLC-68: Debt Relief	1/5/2023	258.96	258.96	258.96	258.96	258.96
BATLLC-64: Debt Relief	#####	402.16	287.49	287.49	287.49	287.49
BATLLC-64: Debt Relief	#####	253.92	253.92	253.92	253.92	253.92
BATLLC-66: Debt Relief	#####	253.55	253.55	253.55	253.55	253.55

Debt Enrol	Total Progr	Total Paym	Fee 1	State	Program Le	First Paym	Second Pay	Third Paym	Fourth Pay
11187	6324.95	253	35	PA	24 Months Cancel	Cleared	Open	Open	
9882	6265.92	261.08	40	MS	23 Months Cleared	Open	Open	Open	
15702	8889.4	273.8	35	FL	34 Months Cleared	Open	Open	Open	
9476	6103.52	254.31	40	LA	22 Months Cleared	Open	Open	Open	
7880	4492.84	249.6	35	KS	17 Months Cleared	Open	Open	Open	
20508	11611.28	252.42	35	MA	45 Months Cleared	Open	Open	Open	
11357.05	6288.09	262	35	TN	23 Months Cleared	Open	Open	Open	
25143	12531.21	396.68	35	VA	37 Months Cleared	Open	Open	Open	
18758	13234.2	330.86	50	IN	39 Months Cleared	Open	Open	Open	
7465	6045.62	251.9	50	LA	23 Months Cleared	Open	Open	Open	
22333	10129.67	422.07	35	SC	22 Months Cleared	Open	Open	Open	
18445	9347.15	311.57	35	FL	29 Months Cleared	Open	Open	Open	
12805	7276.77	250.92	35	MO	28 Months Cleared	Open	Open	Open	
18868	10073.48	279.82	35	WA	35 Months Cleared	Open	Open	Open	
16909	8400.36	350.02	36	MS	22 Months Cleared	Open	Open	Open	
32511.04	15234.07	380.85	35	NJ	39 Months Cleared	Open	Open	Open	
18911	9992.15	285.49	35	MN	34 Months Cleared	Open	Open	Open	
19221	11158.08	309.95	40	MA	35 Months Cleared	Open	Open	Open	
7085	4806.92	253	42	NC	17 Months Cleared	Open	Open	Open	
13522	7624.1	254.14	35	GA	29 Months Cleared	Open	Open	Open	
23974.9	10704.34	446.01	35	MA	22 Months Cleared	Open	Open	Open	
8656	6035.2	251.47	43	CO	22 Months Cleared	Open	Open	Open	
9481	6010.71	250.45	39	MN	22 Months Cleared	Open	Open	Open	
16757	8756.35	291.88	35	OH	28 Months Cleared	Open	Open	Open	
24416	12111.66	327.34	35	CA	36 Months Cleared	Open	Open	Open	
7070	4562.84	253.49	40	FL	17 Months Cleared	Open	Open	Open	
31813	14604.23	405.67	35	TX	34 Months Cleared	Open	Open	Open	
26409	13869.39	288.95	35	OR	47 Months Cleared	Open	Open	Open	
9864	6061.44	252.56	38	LA	23 Months Cleared	Open	Open	Open	
12581	6716.47	279.85	35	LA	22 Months Cleared	Open	Open	Open	
6994	4532.44	251.8	40	AL	17 Months Cleared	Open	Open	Open	
14973	8302.32	345.93	40	TX	23 Months Cleared	Open	Open	Open	
7775	5037.6	251.88	40	OH	19 Months Cleared	Open	Open	Open	
7054	4556.44	253.14	40	CT	17 Months Cleared	Open	Open	Open	
29413	14149.75	353.74	35	GA	38 Months Cleared	Open	Open	Open	
15150	7615.62	317.32	35	NJ	22 Months Cleared	Open	Open	Open	
23999	11291.05	376.37	35	CA	29 Months Cleared	Open	Open	Open	
13042	6877.82	286.58	35	TN	22 Months Cleared	Open	Open	Open	
21440	11188.08	310.78	36	CT	35 Months Cleared	Open	Open	Open	
7723	6020.16	250.84	48	TN	23 Months Cleared	Open	Open	Open	
24085	11321.15	377.37	35	IL	29 Months Cleared	Open	Open	Open	
8446	4787.32	251.96	35	IA	18 Months Cleared	Open	Open	Open	
13475	7029.37	292.89	35	AR	23 Months Cleared	Open	Open	Open	
6850	4543.34	252.41	41	CO	16 Months Cleared	Open	Open	Open	
10783	6087.17	253.63	35	VT	23 Months Cleared	Open	Open	Open	
19877	10426.63	289.63	35	MO	35 Months Cleared	Open	Open	Open	

15742	8401.1	280.04	35 WI	29 Months Cleared	Open	Open	Open
8654	5342.02	222.58	35 TX	23 Months Cleared	Open	Open	Open
21432	10392.6	346.42	35 CA	29 Months Cleared	Open	Open	Open
21098	10275.7	342.52	35 AL	29 Months Cleared	Open	Open	Open
43429	17513.27	729.72	35 NY	23 Months Cleared	Open	Open	Open
17159	8897.05	296.57	35 NE	29 Months Cleared	Open	Open	Open
6766	4508.9	250.49	41 FL	17 Months Cleared	Open	Open	Open
7138	4518.66	251.04	39 FL	17 Months Cleared	Open	Open	Open
8720	5397.24	299.85	42 TX	17 Months Cleared	Open	Open	Open
10842.77	6108.09	254.5	35 PA	23 Months Cleared	Open	Open	Open
7369	5997.62	249.9	50 MN	23 Months Cleared	Open	Open	Open
115597	44025.01	1189.87	35 CA	36 Months Cleared	Open	Open	Open
12227	6592.57	274.69	35 IA	23 Months Cleared	Open	Open	Open
14058	8004.46	250.14	35 WV	30 Months Cleared	Open	Open	Open
7314	4660.44	258.91	40 VA	17 Months Cleared	Open	Open	Open
29861	14835.8	494.53	40 TX	29 Months Cleared	Open	Open	Open
11874.21	7062.81	294.28	40 MI	22 Months Cleared	Open	Open	Open
8318	4646.14	258.12	35 GA	16 Months Cleared	Open	Open	Open
24205	11363.15	378.77	35 NY	29 Months Cleared	Open	Open	Open
16695	10147.68	281.88	40 AZ	36 Months Cleared	Open	Open	Open
11185	7172.64	256.17	40 GA	26 Months Cleared	Open	Open	Open
6933	4508.04	250.45	40 MI	17 Months Cleared	Open	Open	Open
18625	10919.68	303.32	40 TN	35 Months Cleared	Open	Open	Open
8151	5024.98	251.25	38 OH	18 Months Cleared	Open	Open	Open
6004	4869.56	243.48	49 AL	19 Months Cleared	Open	Open	Open
21392	10378.6	345.95	35 CA	29 Months Cleared	Open	Open	Open
5627	3700.22	250.15	40 IN	14 Months Cleared	Open	Open	Open
8050	4552.34	126.45	35 PA	16 Months Cleared	Open	Open	Open
6268	4555.44	253.08	45 OR	17 Months Cleared	Open	Open	Open
20078	9340.42	389.18	35 TX	23 Months Cleared	Open	Open	Open
24857	12169.63	338.05	35 AZ	35 Months Cleared	Open	Open	Open
13359	7567.04	252.24	35 AZ	29 Months Cleared	Open	Open	Open
18418	10012.36	270.6	35 TN	36 Months Cleared	Open	Open	Open
7245	4560.39	253.36	39 AL	17 Months Cleared	Open	Open	Open
15304	7958.66	294.77	35 MI	25 Months Cleared	Open	Open	Open
21864	11122.08	308.95	35 FL	35 Months Cleared	Open	Open	Open
14633	9322.88	258.97	40 SC	35 Months Cleared	Open	Open	Open
17712.11	8866.6	369.44	37 OH	22 Months Cleared	Open	Open	Open
20767.19	11123.72	278.09	35 FL	39 Months Cleared	Open	Open	Open
9258	6016.32	125.34	40 KY	21 Months Cleared	Open	Open	Open
8188	6079.6	253.32	46 OH	22 Months Cleared	Open	Open	Open
7411	6018.62	250.78	50 SC	22 Months Cleared	Open	Open	Open
10648	6039.92	125.83	35 MI	21 Months Cleared	Pending	Open	Open
11717	6414.07	267.25	35 WV	23 Months Cleared	Open	Open	Open
35784	15994.08	444.28	35 AZ	34 Months Cleared	Open	Open	Open
21555	11399.45	284.99	35 MT	38 Months Cleared	Open	Open	Open
17207	10180.41	282.79	39 NC	35 Months Cleared	Open	Open	Open

10099	6049.75	252.07	37 FL	22 Months Cleared	Open	Open	Open
27214	12609.06	394.03	35 IL	31 Months Cleared	Open	Open	Open
19162	9887.24	299.61	35 WA	32 Months Cleared	Open	Open	Open
13744	7798.18	251.55	35 TX	30 Months Cleared	Open	Open	Open
17116	9653.04	254.03	35 OH	37 Months Cleared	Open	Open	Open
9714	6198.72	258.28	40 MO	22 Months Cleared	Open	Open	Open
23128	11950	298.75	35 IL	38 Months Cleared	Pending	Open	Open
11436	6412.1	256.48	35 NJ	24 Months Cleared	Open	Open	Open
12890	6824.62	284.36	35 MN	23 Months Cleared	Returned /	Open	Open
14542	8270.24	250.61	35 MN	32 Months Error Proce	Cleared	Open	Open
11322	7772.16	335.08	40 CA	24 Months Returned /	Returned /	Returned /	Returned /
6652	5581.08	508.84	40 CA	18 Months Returned /	Returned /	Returned /	Returned /
25824	15298.66	734.24	40 CA	39 Months Returned /	Returned /	Returned /	Cleared
19188	10860.27	264.28	35 SC	39 Months Returned /	Cleared	Open	Open
6984	5275.59	525.06	44 MI	19 Months Returned /	Cleared	Cleared	Open
14452	8645.76	249.66	35 AZ	40 Months Returned /	Cleared	Open	Open
24236	12771.25	100	35 VA	39 Months Returned /	Cleared	Returned /	Open
10372	6011.95	261.39	35 OR	21 Months Returned /	Cleared	Open	Open
6293	4845.4	278.71	45 TX	17 Months Returned /	Cleared	Open	Open
30558	16505.36	426.96	40 AL	39 Months Returned /	Cleared	Open	Open
8269	6285.59	251.42	45 TN	22 Months Returned /	Cleared	Open	Open
11467	6770.07	250.74	35 NY	25 Months Returned /	Cleared	Open	Open
14519.32	8421.11	255.19	35 IL	31 Months Returned /	Cleared	Open	Open
9065	6007.56	261.2	40 MO	21 Months Returned /	Cleared	Open	Open
20929	11119.69	324.86	35 MS	35 Months Returned /	Cleared	Open	Open
10568	6992.04	258.96	40 CA	25 Months Returned /	Cleared	Open	Open
15289	11901.86	287.49	50 MI	40 Months Returned /	Returned /	Cleared	Open
10219	6094.15	253.92	37 NY	23 Months Returned /	Returned /	Cleared	Open
8272	5070.96	253.55	38 IA	19 Months Returned /	Cleared	Open	Open
1940332							

Fifth Paym	Sixth Paym	First Paym	Next Paym	# Drafts	Clk Pay Freq.	Payment M	Paused
Open	Open	#####	2/3/2023	1	Monthly	Bank	No
Open	Open	1/3/2023	2/3/2023	1	Monthly	Bank	No
Open	Open	1/5/2023	2/6/2023	1	Monthly	Bank	No
Open	Open	1/4/2023	#####	0	Monthly	CC	No
Open	Open	#####	#####	1	Monthly	Bank	No
Open	Open	#####	#####	0	Monthly	CC	Yes
Open	Open	1/4/2023	2/6/2023	1	Monthly	Bank	No
Open	Open	#####	#####	1	Monthly	Bank	No
Open	Open	1/5/2023	2/6/2023	1	Monthly	Bank	No
Open	Open	#####	#####	1	Monthly	Bank	No
Open	Open	1/9/2023	#####	0	Monthly	CC	No
Open	Open	1/5/2023	2/6/2023	1	Monthly	Bank	No
Open	Open	1/6/2023	2/6/2023	1	Monthly	Bank	No
Open	Open	#####	#####	1	Monthly	Bank	No
Open	Open	#####	2/6/2023	0	Monthly	CC	No
Open	Open	#####	#####	1	Monthly	Bank	No
Open	Open	1/3/2023	2/1/2023	1	Monthly	Bank	No
Open	Open	1/9/2023	#####	1	Monthly	Bank	No
Open	Open	#####	#####	0	Monthly	Bank/CC	No
Open	Open	1/6/2023	2/6/2023	0	Monthly	CC	No
Open	Open	1/6/2023	2/3/2023	0	Monthly	CC	No
Open	Open	1/6/2023	2/3/2023	0	Monthly	CC	No
Open	Open	1/6/2023	2/3/2023	0	Monthly	CC	No
Open	Open	1/6/2023	2/3/2023	1	Monthly	Bank	No
Open	Open	#####	#####	1	Monthly	Bank	No
Open	Open	1/4/2023	2/6/2023	0	Monthly	CC	No
Open	Open	1/4/2023	#####	1	Monthly	Bank	No
Open	Open	#####	3/1/2023	0	Monthly	CC	No
Open	Open	1/6/2023	2/6/2023	1	Monthly	Bank	No
Open	Open	#####	#####	0	Monthly	CC	No
Open	Open	1/5/2023	2/6/2023	1	Monthly	Bank	No
Open	Open	1/5/2023	2/6/2023	0	Monthly	CC	No
Open	Open	1/5/2023	2/6/2023	1	Monthly	Bank	No
Open	Open	1/3/2023	2/3/2023	1	Monthly	Bank	No
Open	Open	1/5/2023	2/2/2023	0	Monthly	CC	No
Open	Open	1/3/2023	2/1/2023	1	Monthly	Bank	No
Open	Open	#####	#####	0	Monthly	CC	No
Open	Open	1/6/2023	2/3/2023	0	Monthly	CC	No
Open	Open	#####	#####	1	Monthly	Bank	No
Open	Open	#####	#####	1	Monthly	Bank	No
Open	Open	1/6/2023	2/6/2023	0	Monthly	CC	No
Open	Open	1/6/2023	2/6/2023	0	Monthly	CC	No
Open	Open	1/6/2023	2/6/2023	1	Monthly	Bank	No
Open	Open	1/6/2023	2/3/2023	0	Monthly	CC	No
Open	Open	1/6/2023	2/6/2023	0	Monthly	CC	No
Open	Open	#####	#####	0	Monthly	CC	No

Open	Open	1/6/2023	2/6/2023	0 Monthly	CC	No
Open	Open	1/6/2023	2/6/2023	0 Monthly	CC	No
Open	Open	1/5/2023	2/6/2023	0 Monthly	CC	No
Open	Open	1/6/2023	2/6/2023	1 Monthly	Bank	No
Open	Open	1/6/2023	#####	0 Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	1/3/2023	2/3/2023	1 Monthly	Bank	No
Open	Open	1/4/2023	2/6/2023	0 Monthly	CC	No
Open	Open	1/3/2023	2/3/2023	1 Monthly	Bank	No
Open	Open	1/6/2023	2/6/2023	1 Monthly	Bank	No
Open	Open	1/6/2023	#####	1 Bi-Weekly	Bank	No
Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	1/3/2023	#####	1 Monthly	Bank	No
Open	Open	1/6/2023	#####	0 Monthly	CC	No
Open	Open	1/6/2023	2/6/2023	0 Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	1/3/2023	#####	1 Monthly	Bank	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	1/6/2023	3/6/2023	1 Monthly	Bank	No
Open	Open	1/4/2023	2/3/2023	0 Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	1/6/2023	2/6/2023	1 Monthly	Bank	No
Open	Open	1/9/2023	2/6/2023	0 Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	1/5/2023	2/6/2023	0 Monthly	CC	No
Open	Open	#####	#####	0 Bi-Weekly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	1/3/2023	2/3/2023	1 Monthly	Bank	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	1/4/2023	2/3/2023	1 Monthly	Bank	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	1/6/2023	2/6/2023	0 Monthly	CC	No
Open	Open	#####	2/6/2023	0 Monthly	CC	No
Open	Open	1/5/2023	2/6/2023	0 Monthly	CC	No
Open	Open	#####	#####	0 Bi-Weekly	CC	No
Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	1/4/2023	2/3/2023	0 Monthly	CC	No
Open	Open	1/3/2023	#####	1 Bi-Weekly	Bank	No
Open	Open	1/6/2023	#####	0 Monthly	CC	No
Open	Open	1/3/2023	2/1/2023	1 Monthly	Bank	No
Open	Open	1/3/2023	#####	1 Monthly	Bank	No
Open	Open	1/6/2023	2/6/2023	0 Monthly	CC	No

Open	Open	1/5/2023	2/3/2023	0 Monthly	CC	No
Open	Open	1/4/2023	2/6/2023	1 Monthly	Bank	Yes
Open	Open	1/6/2023	2/6/2023	1 Monthly	Bank	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	1/6/2023	2/3/2023	0 Monthly	CC	No
Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	#####	2/6/2023	0 Monthly	CC	No
Open	Open	#####	2/6/2023	0 Monthly	Bank/CC	No
Cleared	Cancel	#####	#####	1 Monthly	Bank	No
Cleared	Cleared	#####	2/2/2023	0 Monthly	CC	No
Open	Open	#####	#####	1 Monthly	Bank/CC	No
Open	Open	#####	2/3/2023	1 Monthly	Bank	No
Open	Open	#####	#####	2 Monthly	Bank	No
Open	Open	#####	2/7/2023	0 Monthly	CC	No
Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	#####	2/6/2023	0 Monthly	CC	No
Open	Open	1/3/2023	2/2/2023	0 Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	1/3/2023	2/2/2023	0 Monthly	CC	No
Open	Open	#####	#####	0 Monthly	CC	No
Open	Open	1/5/2023	2/6/2023	0 Monthly	CC	Yes
Open	Open	1/6/2023	2/6/2023	0 Monthly	CC	No
Open	Open	1/9/2023	#####	0 Monthly	CC	No
Open	Open	1/6/2023	2/6/2023	0 Monthly	CC	No
Open	Open	#####	#####	1 Monthly	Bank	No
Open	Open	#####	2/6/2023	1 Monthly	Bank	No
Open	Open	#####	2/6/2023	0 Monthly	CC	No

Client Status	Payments Payment S #	NSFs
Active File	1 1 of 25	0
Active File	1 1 of 24	0
Active File	1 1 of 35	0
Active File	1 1 of 24	0
Active File	1 1 of 18	0
Active File	1 1 of 46	0
Active File	1 1 of 24	0
Active File	1 1 of 38	0
Active File	1 1 of 40	0
Active File	1 1 of 24	0
Active File	1 1 of 24	0
Active File	1 1 of 30	0
Active File	1 1 of 29	0
Active File	1 1 of 36	0
Active File	1 1 of 24	0
Active File	1 1 of 40	0
Active File	1 1 of 35	0
Active File	1 1 of 36	0
Active File	1 1 of 19	0
Active File	1 1 of 30	0
Active File	1 1 of 24	0
Active File	1 1 of 24	0
Active File	1 1 of 24	0
Active File	1 1 of 30	0
Active File	1 1 of 37	0
Active File	1 1 of 18	0
Active File	1 1 of 36	0
Active File	1 1 of 48	0
Active File	1 1 of 24	0
Active File	1 1 of 24	0
Active File	1 1 of 18	0
Active File	1 1 of 24	0
Active File	1 1 of 20	0
Active File	1 1 of 18	0
Active File	1 1 of 40	0
Active File	1 1 of 24	0
Active File	1 1 of 30	0
Active File	1 1 of 24	0
Active File	1 1 of 36	0
Active File	1 1 of 24	0
Active File	1 1 of 30	0
Active File	1 1 of 19	0
Active File	1 1 of 24	0
Active File	1 1 of 18	0
Active File	1 1 of 24	0
Active File	1 1 of 36	0

Active File	1 1 of 30	0
Active File	1 1 of 24	0
Active File	1 1 of 30	0
Active File	1 1 of 30	0
Active File	1 1 of 24	0
Active File	1 1 of 30	0
Active File	1 1 of 18	0
Active File	1 1 of 18	0
Active File	1 1 of 18	0
Active File	1 1 of 24	0
Active File	1 1 of 24	0
Active File	1 1 of 37	0
Active File	1 1 of 24	0
Active File	1 1 of 32	0
Active File	1 1 of 18	0
Active File	1 1 of 30	0
Active File	1 1 of 24	0
Active File	1 1 of 18	0
Active File	1 1 of 30	0
Active File	1 1 of 36	0
Active File	1 1 of 28	0
Active File	1 1 of 18	0
Active File	1 1 of 36	0
Active File	1 1 of 20	0
Active File	1 1 of 20	0
Active File	1 1 of 30	0
Active File	1 1 of 15	0
Active File	1 1 of 36	0
Active File	1 1 of 18	0
Active File	1 1 of 24	0
Active File	1 1 of 36	0
Active File	1 1 of 30	0
Educational Outreach	1 1 of 37	0
Educational Outreach	1 1 of 18	0
Educational Outreach	1 1 of 27	0
Educational Outreach	1 1 of 36	0
Educational Outreach	1 1 of 36	0
Educational Outreach	1 1 of 24	0
Educational Outreach	1 1 of 40	0
Educational Outreach	1 1 of 48	0
Educational Outreach Missed	1 1 of 24	0
Educational Outreach Missed	1 1 of 24	0
Educational Outreach Missed	1 1 of 48	0
Educational Outreach Missed	1 1 of 24	0
Educational Outreach Missed	1 1 of 36	0
Educational Outreach Missed	1 1 of 40	0
Educational Outreach Missed	1 1 of 36	0

Educational Outreach Missed	1 1 of 24	0
Educational Outreach Missed	1 1 of 32	0
Educational Outreach Missed	1 1 of 33	0
Educational Outreach Missed	1 1 of 31	0
Educational Outreach Missed	1 1 of 38	0
Enroll Debt	1 1 of 24	0
Hardship Review	1 1 of 40	0
Hardship Review	1 1 of 25	0
NSF	1 1 of 24	1
Active File	1 1 of 33	0
Active File	1 1 of 27	3
Active File	2 2 of 24	4
Active File	1 1 of 42	3
Active File	1 1 of 41	1
Active File	2 2 of 21	1
Active File	1 1 of 34	1
Active File	1 1 of 43	2
Active File	1 1 of 23	1
Active File	1 1 of 19	1
Active File	1 1 of 41	1
Active File	1 1 of 25	1
Active File	1 1 of 27	1
Active File	1 1 of 33	1
Active File	1 1 of 23	1
Active File	1 1 of 37	1
Active File	1 1 of 27	1
NSF	1 1 of 41	2
NSF	1 1 of 24	2
NSF	1 1 of 20	1

EXHIBIT “8”

ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

This ACCOUNTS RECEIVABLE PURCHASE AGREEMENT (this “**Agreement**”) is made as of February 20, 2023 (the “**Agreement Date**”), by and between The Litigation Practice Group PC (collectively the “**Buyer**”), and Debt Relief Group (the “**Seller**” or “**LPG**”, and together with the Buyer, the “**Parties**”), and The Litigation Practice Group PC (“**LPG**”).

RECITALS

WHEREAS, in the regular course of business, the Seller originates account receivables from **LPG** in connection with client on-boarding services provided by the Seller to LPG and its affiliates;

WHEREAS, the account receivables represent an obligation of various clients to pay Seller for services that Seller previously provided, but which LPG shall provide from the date of execution of this Agreement;

WHEREAS, the Seller desires to sell, assign, transfer, and deliver to the Buyer, and the Buyer desires to purchase, acquire, and accept from the Seller, certain of these account receivables (the “**Purchased Accounts**”).

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.1 Certain Definitions. Certain defined terms used in this Agreement are set forth on Exhibit A.

ARTICLE 2. ASSIGNMENT AND TRANSFER AND CONSIDERATION

Section 2.1 Assignment of the Purchased Accounts to the Buyer. Upon execution of this Agreement and subject to the terms and conditions set forth herein, the Seller shall sell, assign, transfer, and deliver, and the Buyer shall purchase, acquire, and accept from the Seller, all of the Seller’s right, title, and interest in and to the Purchased Accounts set forth on the spreadsheet attached to this Agreement, free and clear of any Liens. Other than the Purchased Accounts, the Buyer shall not purchase or acquire any other assets of the Seller (collectively, the “**Excluded Assets**”).

Section 2.2 No Assumption of Liabilities. The Buyer shall not assume any Liabilities of the Seller of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereinafter created (collectively, the “**Excluded Liabilities**”).

Section 2.3 Payment of Purchase Price. Buyer shall pay \$275,844.90 (total purchase price) for the Purchased Accounts (the “**Purchase Price**”) by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth in Schedule 2.3 (the “**Wire Instructions**”). The Purchased Accounts are set forth on the attached spreadsheet.

Section 2.4 Guarantee of LPG. If any file acquired by buyer shall fail to make a first payment, LPG will replace the file and bear any cost associated with such replacement. The replacement file shall yield no less than the receivable of the failed file. In addition, if any any calendar month a total of less than 80% of files make a cleared payment, LPG shall replace any non-performing files in such month so that the performance of the file

package as a whole equals 80%. This guarantee shall continue until the completion of the 24th month following execution of this agreement.

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Buyer, as of the Agreement Date and as of the Closing Date, or, if expressly made as of a specified date, as of such specified date, as follows:

Section 3.1 Organization; Good Standing. The Seller is a Limited Liability Company duly organized, validly existing, and in good standing under the Laws of the State of Delaware and is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership or operation of the Business requires such qualification, except where the failure to be so qualified would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, results of operations, financial condition, or assets of the Seller.

Section 3.2 Power and Authority. The Seller has all requisite right, power, and authority to execute, deliver, and perform this Agreement and the Transaction Agreements to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Agreements by the Seller, and the consummation by the Seller of the transactions contemplated hereby and thereby, have been duly approved by the Seller, and no further action is required on the part of the Seller to authorize this Agreement, any Transaction Agreement to which it is a party, or the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Agreements will be, duly and validly executed and delivered by the Seller and, assuming the due and valid authorization, execution, and delivery of this Agreement by the other Parties, and of each such Transaction Agreement by the other parties thereto, constitutes, or will constitute, a valid and binding obligation of the Seller, enforceable against it in accordance with its terms and conditions, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other Laws affecting enforcement of creditor's rights generally and except insofar as the availability of equitable remedies may be limited by applicable Law.

Section 3.3 Title to, and Sufficiency of, the Purchased Accounts. The Seller has and shall convey to the Buyer, at the Closing, good, valid, transferable, and marketable title to, or valid leasehold interests in, all of the Purchased Accounts, free and clear of all Liens.

Section 3.4 Consents. The Seller is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of, any Governmental Body or Third Party, including a party to any assigned contract, in connection with the execution, delivery, and performance by the Seller of this Agreement or any of the Transaction Agreements to which it is a party or the consummation of the transactions contemplated hereby and thereby.

Section 3.5 No Conflicts. The execution and delivery by the Seller of this Agreement and each of the Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, will not conflict with, result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to an additional payment obligation, a right of termination, cancellation, modification, or acceleration of any obligation, or loss of any benefit, under: (a) any provision of the Organizational Documents of the Seller; (b) any contract to which the Seller is party, including, without limitation, any assigned contract; or (c) any Law or order applicable to the Seller or any of the Purchased Accounts.

Section 3.6 Compliance with Laws. The Seller has materially complied, and is now materially complying, with all Laws applicable to the ownership and use of the Purchased Accounts.

Section 3.7 Legal Proceedings. There is no Action of any nature pending or, to the Knowledge of the Seller, threatened against or by the Seller: (a) relating to or affecting the Purchased Accounts or (b) that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement and the Transaction Agreements. No event has occurred or circumstance exists that may give rise to, or serve as a basis for, any such Action.

Section 3.8 Condition of Purchased Accounts. Each Purchased Account shall have received no less than one processed payment.

Section 3.9 Confidentiality. Seller agrees and acknowledges that all Purchased Accounts, the pricing, and all terms set forth in this Agreement are confidential (together, the “**Confidential Information**”). Seller will at all times keep the Confidential Information in confidence and trust. Seller will not, without the prior written consent of an authorized officer of Buyer, (A) copy, use or disclose any Confidential Information, (B) deliver or disclose any Confidential Information to any person or entity outside the Buyer, or (C) use the Confidential Information for Seller’s own use or use it to the detriment of Buyer. Notwithstanding the foregoing, Seller may, without consent, use the Confidential Information and disclose and deliver same to Seller’s employees or agents, if applicable, who have a need to know, provided such employees or agents have entered into written agreements approved by Buyer and containing provisions at least as restrictive as these provisions. Seller agrees that violation of this Section 3.9. The Parties agree that the disclosure of the Confidential Information in violation of this Agreement may cause the Buyer irreparable harm and that any breach or threatened breach by the Seller entitles Buyer to seek injunctive relief, in addition to any other legal or equitable remedies available to it, in any court of competent jurisdiction.

ARTICLE 4.

REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller, as of the Agreement Date and as of the Closing Date, or, if expressly made as of a specified date, as of such specified date, as follows:

Section 4.1 Organization; Good Standing. The Buyer is a limited liability company, duly organized, validly existing, and in good standing under the Laws of the State of Florida.

Section 4.2 Power and Authority. The Buyer has all requisite right, power, and authority to execute, deliver, and perform this Agreement and the Transaction Agreements to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Agreements by the Buyer, and the consummation by the Buyer of the transactions contemplated hereby and thereby, have been duly approved by the Buyer, and no further action is required on the part of the Buyer to authorize this Agreement, any Transaction Agreement to which it is a party, or the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Agreements will be, duly and validly executed and delivered by the Buyer and, assuming the due and valid authorization, execution, and delivery of this Agreement by the other Parties, and of each such Transaction Agreement by the other parties thereto, constitutes, or will constitute, a valid and binding obligation of the Buyer, enforceable against it in accordance with its terms and conditions, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Laws affecting enforcement of creditor’s rights generally and except insofar as the availability of equitable remedies may be limited by applicable Law.

Section 4.3 No Conflicts. The execution and delivery by the Buyer of this Agreement and each of the Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, will not conflict with, result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to an additional payment obligation, a right of termination, cancellation, modification, or acceleration of, any obligation, or loss of any benefit under: (a) any provision of the Buyer's Organizational Documents; (b) any contract to which the Buyer is party, other than the Buyer Representation Agreement; or (c) any Law applicable to the Buyer.

Section 4.4 Sufficient Funds. The Buyer has, and will have, sufficient funds available to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement and the Transaction Agreements.

ARTICLE 5. COVENANTS

Section 5.1 Appropriate Actions.

(a) General. Each of the Parties shall use commercially reasonable efforts to take all actions necessary to consummate the transactions contemplated by this Agreement as soon as reasonably practicable after the execution of this Agreement, including taking all actions necessary to comply promptly with all applicable Laws that may be imposed on it or any of its Affiliates with respect to the Closing.

ARTICLE 6. CLOSING

Section 6.1 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") will take place upon the execution and delivery of this Agreement or at such other time, date, and place as the Parties may agree in writing. The date on which the Closing occurs is hereinafter referred to as the "**Closing Date**." The Parties agree that the Closing may take place by the electronic exchange of executed counterpart documents and the electronic transfer of funds.

Section 6.2 Closing Deliverables of the Seller. At or prior to the Closing, Seller shall deliver to Buyer any of the following if requested by Buyer: (i) a bill of sale and assignment and assumption agreement substantially in the form attached hereto as **Exhibit B** (the "**Bill of Sale and Assignment and Assumption Agreement**"), duly executed by the Seller, effecting the transfer and assignment to, and assumption by, the Buyer of the Purchased Accounts; and (ii) such other customary instruments of transfer, assumption, filings, or documents, in form and substance reasonably satisfactory to the Buyer, as may be required to give effect to this Agreement.

Section 6.3 Closing Deliverables of the Buyer. At or prior to the Closing, the Seller shall have received the following: (i) the Upfront Cash Payment; and (ii) if requested pursuant to Section 6.2, the Bill of Sale and Assignment and Assumption Agreement, duly executed by the Buyer.

Section 6.4 Indemnification by the Seller. Subject to the limitations set forth in this Article 6, the Seller agrees to indemnify and hold harmless the Buyer, including its shareholders, members, directors, managers, officers, employees, Affiliates, and agents (each, a "**Buyer Indemnified Party**" and, collectively, the "**Buyer Indemnified Parties**"), against all claims, losses, Liabilities, damages, deficiencies, diminutions in value, costs, interest, awards, judgments, penalties, and expenses, including reasonable out-of-pocket attorneys' and consultants' fees and expenses and including any such reasonable expenses incurred in connection with investigating, defending against, or settling any of the foregoing (each, a "**Loss**" and, collectively, the "**Losses**") paid, suffered, incurred, sustained, or accrued by any Buyer Indemnified Party, directly or indirectly, as a result of,

arising out of, or in connection with: (a) any inaccuracy in, or breach of, any of the representations or warranties of the Seller contained in this Agreement, (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by the Seller pursuant to this Agreement, (c) any Excluded Asset or any Excluded Liability.

Section 6.5 Indemnification by the Buyer. Subject to the limitations set forth in this Article 6, the Buyer agrees to indemnify and hold harmless the Seller, including its Affiliates and agents (each, a “**Seller Indemnified Party**” and, collectively, the “**Seller Indemnified Parties**”), against all Losses paid, suffered, incurred, sustained, or accrued by any Seller Indemnified Party, directly or indirectly, as a result of, arising out of, or in connection with: (a) any inaccuracy in, or breach of, any of the representations or warranties of the Buyer contained in this Agreement; (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by the Buyer pursuant to this Agreement; (c) any event or occurrence related to the Purchased Accounts or Buyer occurring after the Closing; or (d) resulting from any omissions or misstatements made by Buyer to investors or potential investors.

Section 6.6 Indemnification Procedures.

(a) No Restraints. Promptly following receipt by an Indemnified Party of notice by a Third Party (including any Governmental Body) of any complaint, dispute, or claim or the commencement of any audit, investigation, Action or proceeding with respect to which such Indemnified Party may be entitled to indemnification pursuant hereto (a “**Third-party Claim**”), such Indemnified Party shall provide written notice thereof to the Indemnifying Party, provided, however, that the failure to so notify the Indemnifying Party shall relieve the Indemnifying Party from Liability hereunder with respect to such Third-party Claim only if, and only to the extent that, such failure to so notify the Indemnifying Party results in the forfeiture by the Indemnifying Party of rights and defenses otherwise available to the Indemnifying Party with respect to such Third-party Claim. The Indemnifying Party shall have the right, upon written notice delivered to the Indemnified Party within twenty days thereafter assuming full responsibility for any Losses resulting from such Third-party Claim, to assume the defense of such Third-party Claim, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the fees and disbursements of such counsel; provided, however, if the Indemnifying Party declines or fails to assume the defense of such Third-party Claim on the terms provided above or to employ counsel reasonably satisfactory to the Indemnified Party, in either case within such twenty day period, then any Losses shall include the reasonable fees and disbursements of counsel for the Indemnified Party as incurred. In any Third-party Claim for which indemnification is being sought hereunder the Indemnified Party or the Indemnifying Party, whichever is not assuming the defense of such Third-party Claim, shall have the right to participate in such matter and to retain its own counsel at such Party’s own expense. The Indemnifying Party or the Indemnified Party (as the case may be) shall at all times use reasonable efforts to keep the Indemnifying Party or Indemnified Party (as the case may be) reasonably apprised of the status of the defense of any matter, the defense of which it is maintaining, and to cooperate in good faith with each other with respect to the defense of any such matter.

(b) No Indemnified Party may settle or compromise any Third-party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder without the prior written consent of the Indemnifying Party (which may not be unreasonably withheld or delayed), unless (i) the Indemnifying Party fails to assume and maintain the defense of such Third-party Claim or (ii) such settlement, compromise, or consent includes an unconditional release of the Indemnifying Party and its officers, directors, employees and Affiliates from all Liability arising out of, or related to, such Third-party Claim. An Indemnifying Party may not, without the prior written consent of the Indemnified Party, settle or compromise any Third-party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless such settlement, compromise, or consent (A) includes an unconditional release of the Indemnified Party and its officers, directors, employees, and Affiliates from all Liability arising out of, or related to, such Third-party

Claim, (B) does not contain any admission or statement suggesting any wrongdoing or Liability on behalf of the Indemnified Party, and (C) does not contain any equitable order, judgment, or term that in any manner affects, restrains, or interferes with the business of the Indemnified Party or any of the Indemnified Party's Affiliates.

(c) If an Indemnified Party claims a right to payment pursuant hereto with respect to any matter not involving a Third-party Claim (a "**Direct Claim**"), such Indemnified Party shall send written notice of such claim to the appropriate Indemnifying Party (each, a "**Notice of Claim**"). Such Notice of Claim shall specify the basis for such Direct Claim. The failure by any Indemnified Party so to notify the Indemnifying Party shall not relieve the Indemnifying Party from any Liability that it may have to such Indemnified Party with respect to any Direct Claim made pursuant to this Section 6.6(c). If the Indemnifying Party does not notify the Indemnified Party within thirty days following its receipt of such Notice of Claim that the Indemnifying Party disputes its Liability to the Indemnified Party under this Article 6 or the amount thereof, the Direct Claim specified by the Indemnified Party in such Notice of Claim shall be conclusively deemed a Liability of the Indemnifying Party under this Article 6, and the Indemnifying Party shall pay the amount of such Liability to the Indemnified Party on demand or, in the case of any Notice of Claim in which the amount of the Direct Claim (or any portion of the Direct Claim) is estimated, on such later date when the amount of such Direct Claim (or such portion of such Direct Claim) becomes finally determined. In the event that the Indemnifying Party has timely disputed its Liability with respect to such Direct Claim as provided above, as promptly as possible, such Indemnified Party and the appropriate Indemnifying Party shall establish the merits and amount of such Direct Claim (by mutual agreement, litigation, arbitration or otherwise) and, within five business days following the final determination of the merits and amount of such Direct Claim, the Indemnifying Party shall pay to the Indemnified Party an amount equal to such Direct Claim as determined hereunder.

ARTICLE 7. MISCELLANEOUS

Section 7.1 Entire Agreement; Amendment. This Agreement and the Transaction Agreements (including the exhibits hereto and thereto and the documents referred to therein) constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof. This Agreement may be amended with the written consent of each of the Parties or any successor thereto by execution of an instrument in writing.

Section 7.2 Waivers. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. To the maximum extent permitted by applicable Law: (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Parties; (b) no waiver that may be given by a Party will be applicable except in the specific instance for what it is given; and (c) no notice to, or demand on, one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the Transaction Agreements.

Section 7.3 Notices. All notices and other communications required or permitted hereunder shall be made to the address of a Party listed on the signature page to this Agreement and shall be (a) in writing, (b) effective when given, and (c), in any event, deemed to be given upon receipt or, if earlier: (i) upon delivery, if delivered by hand; (ii) two business days after deposit with FedEx Express or similar recognized international overnight courier service, freight prepaid; or (iii) one business day after facsimile or electronic mail transmission. A Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties advance written notice pursuant to the provisions above.

Section 7.4 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties named herein and their respective successors and permitted assigns. Neither this Agreement nor any rights or obligations of a Party hereunder shall be assigned by a Party (unless to an Affiliate of such Party) without the prior written consent of the other Parties. This Agreement will be binding upon any permitted assignee of any Party. No assignment shall have the effect of relieving any Party to this Agreement of any of its obligations hereunder.

Section 7.5 Public Disclosure. Except as may be required by Law, the Seller shall not issue any statement or communication to any Third Party (other than its respective agents) regarding the subject matter of this Agreement or the transactions contemplated hereby, including, if applicable, the termination of this Agreement and the reasons therefor, without the prior written consent of the Buyer.

Section 7.6 Expenses and Fees. Whether or not the Closing occurs, all fees and expenses incurred in connection with this transactions contemplated by this Agreement, including all legal, accounting, financial advisory, consulting and all other fees and expenses of Third Parties incurred by a Party in connection with the negotiation and effectuation of the terms and conditions of this Agreement and the transactions contemplated hereby, shall be the obligation of the respective Party incurring such fees and expenses.

Section 7.7 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement was not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled hereunder, at Law or in equity.

Section 7.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 7.9 Governing Law. This Agreement shall, in all respects, be construed in accordance with, and governed by, the Laws of the State of California without regard to conflict of Laws principles.

Section 7.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Section 7.11 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

BUYER:

The Litigation Practice Group P.C.

DocuSigned by:
By: Daniel S March
9D494DB1993341E...
Name: Daniel S March
Title: Managing Shareholder

SELLER:

Debt Relief Group

DocuSigned by:
By: [Signature]
3E6D9B66C177409...
Name: William Burns
Title: CEO

APPROVAL OF ASSIGNMENT AND GUARANTEE

The assignment of the Purchased Accounts set forth in this Agreement as well as the guarantee included therein is hereby approved, and with respect to the Purchased Accounts, the Buyer shall have all rights of Buyer as set forth in this agreement.

The Litigation Practice Group P.C.

DocuSigned by:
By: Daniel S March
9D494DB1993341E...
Name: Daniel S. March
Title: Managing Shareholder

EXHIBIT A

DEFINITIONS

As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

(a) **"Action"** shall mean any civil, criminal, or administrative action, claim, suit, demand, charge, citation, reexamination, opposition, interference, decree, injunction, mediation, hearing, notice of violation, demand letter, litigation, proceeding, labor dispute, arbitral action, governmental or other audit, inquiry, criminal prosecution, investigation, unfair labor practice charge, or complaint.

(b) **"Agreement"** shall have the meaning set forth in the preamble to this Agreement.

(c) **"Agreement Date"** shall have the meaning set forth in the preamble to this Agreement.

(d) **"Affiliate"** shall mean (i) with respect to any non-natural Person, any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person and (ii), with respect to any individual, (A) family members of such individual, by blood, adoption, or marriage, (B) such individual's spouse or ex-spouse and (C) any Person that is directly or indirectly under the control of any of the foregoing individuals. For purposes of this definition, "control" (including with correlative meanings, the terms "controlling," "controlled by," and under "common control with") means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

(e) **"Bill of Sale and Assignment and Assumption Agreement"** shall have the meaning set forth in Section 6.2.

(f) **"Business"** shall mean the business of the Seller as conducted on the Agreement Date.

(g) **"Buyer"** shall have the meaning set forth in the preamble to this Agreement.

(h) **"Buyer Indemnified Parties"** shall have the meaning set forth in Section 6.4.

(i) **"Closing"** shall have the meaning set forth in Section 6.1.

(j) **"Closing Date"** shall have the meaning set forth in Section 6.1.

(k) **"Direct Claim"** shall have the meaning set forth in Section 6.6(c).

(l) **"Excluded Assets"** shall have the meaning set forth in Section 2.1.

(m) **"Excluded Liabilities"** shall have the meaning set forth in Section 2.2.

(n) **"Governmental Body"** shall mean any: (i) nation, province, state, county, city, town, village, district, or other jurisdiction of any nature; (ii) federal, provincial, state, local, municipal, foreign, or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

(o) **"Indebtedness"** means, without duplication and with respect to the Seller, all: (i) indebtedness for borrowed money; (ii) obligations for the deferred purchase price of property or services; (iii) long or short-term obligations evidenced by notes, bonds, debentures or other similar instruments; (iv) obligations under any interest rate, currency swap, or other hedging agreement or arrangement; (v) capital lease obligations; (vi) reimbursement obligations under any letter of credit, banker's acceptance or similar credit transactions; (vii) guarantees made by the Seller on behalf of any third party in respect of obligations of the kind referred to in the foregoing clauses (i) through (vi); and (viii) any unpaid interest, prepayment penalties, premiums, costs and fees that would arise or become due as a result of the prepayment of any of the obligations referred to in the foregoing clauses (i) through (vii).

(p) **"Indemnified Party"** shall mean a Buyer Indemnified Party or a Seller Indemnified Party, as the case may be, making a claim for indemnification under Article 6.

(q) **"Indemnifying Party"** shall mean a Party against whom a claim for indemnification is asserted under Article 6.

(r) **"Knowledge"** shall mean, with respect to the Seller, the actual or constructive knowledge of all facts relevant to this transaction and the transacting parties, after due inquiry.

(s) **"Law"** shall mean any law, statute, ordinance, regulation, rule, code, notice requirement, court decision, or agency guideline, of any foreign, federal, state, or local Governmental Body.

(t) **"Liabilities"** shall mean any direct or indirect liability, Indebtedness, obligation, commitment, expense, claim, deficiency, guaranty, or endorsement of, or by, any Person of any type, known or unknown, and whether accrued, absolute, contingent, matured, unmatured, determined or undeterminable, on- or off-balance sheet, or other.

(u) **"Lien"** shall mean any mortgage, pledge, lien, charge, claim, security interest, adverse claims of ownership or use, restrictions on transfer, defect of title, or other encumbrance of any sort.

(v) **"Losses"** shall have the meaning set forth in Section 6.4.

(w) **"Notice of Claim"** shall have the meaning set forth in Section 6.6(c).

(x) **"Organizational Documents"** shall mean, with respect to a Person, the charter, bylaws, limited liability company agreement, and other organizational documents of such Person, in each case, as amended.

(y) **"Party"** or **"Parties"** shall have the meaning set forth in the preamble to this Agreement.

(z) **"Permitted Liens"** shall mean (i) Liens for Taxes not yet delinquent or being contested in good faith by appropriate proceedings, (ii) statutory Liens (including materialmen's, warehousemen's, mechanic's, repairmen's, landlord's, and other similar Liens) arising in the ordinary course of business securing payments not yet delinquent or being contested in good faith by appropriate proceedings, and (iii) restrictive covenants, easements, and defects, imperfections or irregularities of title, if any, of a nature that do not materially and adversely affect the assets or properties subject thereto.

(aa) **"Person"** shall mean any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, Governmental Body, or other entity.

- (bb) **"Purchase Price"** shall have the meaning set forth in Section 2.3.
- (cc) **"Purchased Accounts"** shall have the meaning set forth in the Recitals.
- (dd) **"Seller"** shall have the meaning set forth in the preamble to this Agreement.
- (ee) **"Seller Indemnified Parties"** shall have the meaning set forth in Section 6.5.

(ff) **"Tax" or "Taxes"** shall mean any U.S. federal, state, local or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, escheat, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

(gg) **"Tax Returns"** means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

(hh) **"Third Party" or "Third Parties"** shall mean any Person other than the Parties or their respective Affiliates.

- (ii) **"Third-party Claim"** shall have the meaning set forth in Section 6.6(a).

(jj) **"Transaction Agreements"** shall mean the Bill of Sale and Assignment and Assumption Agreement, and each other agreement, instrument, and/or certificate contemplated by this Agreement or such other agreements to be executed in connection with the transactions contemplated hereby or thereby.

- (kk) **"Upfront Cash Payment"** shall have the meaning set forth in Section 2.3.

- (ll) **"Wire Instructions"** shall have the meaning set forth in Section 2.3.

EXHIBIT B**FORM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”), is made by and between **Buyer**, and **Seller**. Each of the Seller and the Buyer are sometimes referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**.”

WHEREAS, the Buyer and the Seller have entered into that certain Accounts Receivable Purchase Agreement, of even date herewith (the “**Purchase Agreement**”), pursuant to which the Seller has agreed to sell, assign, transfer, and deliver to the Buyer, and the Buyer has agreed to purchase, acquire, and accept from the Seller, all right, title, and interest of the Seller in and to the Purchased Accounts, free and clear of any Liens.

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Defined Terms.** Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Purchase Agreement.
2. **Sale of Purchased Accounts; Assignment.** The Seller hereby sells, assigns, transfers, and delivers to the Buyer, and the Buyer hereby purchases, acquires, and accepts from the Seller, all right, title, and interest of the Seller in and to the Purchased Accounts, free and clear of any Liens.
3. **Further Assurances.** Each of the Parties agrees, from time to time, at the request of the any other Party, to execute and deliver such other instruments of conveyance, power of attorney, sale, transfer, or assignment and take such other actions as such other Party may reasonably request in order to more effectively consummate the transactions contemplated by this Agreement.
4. **Terms of the Purchase Agreement.** This Agreement is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Purchased Accounts are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

BUYER: The Litigation Practice Group P.C.

DocuSigned by:

By: 9D494DB1993341E...
Name: Daniel S. March
Title: Managing Shareholder

SELLER:

Debt Relief Group

DocuSigned by:

By: 3E0DD866C177409...
Name: William Burns
Title: CEO

**Schedule 2.3
Wire Instructions**

\$275,844.90

Account Holder Name: Debt Relief Group

Address: 1800 Old Okeechobee Rd Suite 200, West Palm Beach, FL 33409

Routing Number: [REDACTED]

Account Number: [REDACTED]

Full Name	Customer I Company	Assigned T	Enrolled Date	Monthly Payment
	BATLLC-70 Debt Relief		2/10/2023	291.06
	BATLLC-70 Debt Relief		2/9/2023	268.99
	BATLLC-70 Debt Relief		2/9/2023	251.96
	BATLLC-71 Debt Relief		2/10/2023	271.93
	BATLLC-71 Debt Relief		2/11/2023	260.93
	BATLLC-71 Debt Relief		2/14/2023	253.46
	BATLLC-70 Debt Relief		2/9/2023	301.75
	BATLLC-70 Debt Relief		2/9/2023	252.91
	BATLLC-71 Debt Relief		2/9/2023	283.17
	BATLLC-71 Debt Relief		2/14/2023	253.12
	BATLLC-71 Debt Relief		2/15/2023	252.89
	BATLLC-71 Debt Relief		2/15/2023	251.97
	BATLLC-71 Debt Relief		2/15/2023	262.2
	BATLLC-71 Debt Relief		2/11/2023	251.04
	BATLLC-68 Debt Relief		1/5/2023	251.75
	BATLLC-69 Debt Relief		1/13/2023	250.97
	BATLLC-69 Debt Relief		1/25/2023	252.95
	BATLLC-70 Debt Relief		2/10/2023	259.24
	BATLLC-70 Debt Relief		2/9/2023	596.38
	BATLLC-65 Debt Relief		10/26/2022	255.53
	BATLLC-65 Debt Relief		11/4/2022	258.02
	BATLLC-65 Debt Relief		11/7/2022	251.75
	BATLLC-65 Debt Relief		11/10/2022	253.36
	BATLLC-65 Debt Relief		11/10/2022	251.57
	BATLLC-66 Debt Relief		11/14/2022	294.53
	BATLLC-66 Debt Relief		11/16/2022	253.24
	BATLLC-66 Debt Relief		11/16/2022	250.99
	BATLLC-66 Debt Relief		11/17/2022	253.63
	BATLLC-66 Debt Relief		11/23/2022	279.12
	BATLLC-67 Debt Relief		12/7/2022	279.34
	BATLLC-67 Debt Relief		12/23/2022	288.08
	BATLLC-66 Debt Relief		11/28/2022	251.59
	BATLLC-65 Debt Relief		10/24/2022	258.19
	BATLLC-66 Debt Relief		11/26/2022	251.05
	BATLLC-66 Debt Relief		12/2/2022	253.44
	BATLLC-64 Debt Relief		10/4/2022	392.61
	BATLLC-64 Debt Relief		10/19/2022	250.77
	BATLLC-64 Debt Relief		10/18/2022	263.3
	BATLLC-65 Debt Relief		10/26/2022	251.19
	BATLLC-65 Debt Relief		10/27/2022	261.37
	BATLLC-65 Debt Relief		10/27/2022	250.89
	BATLLC-65 Debt Relief		10/31/2022	287.94
	BATLLC-65 Debt Relief		11/1/2022	248.15
	BATLLC-65 Debt Relief		11/4/2022	266.13
	BATLLC-65 Debt Relief		11/8/2022	269.41

BATLLC-65 Debt Relief Group LLC	11/8/2022	501.01
BATLLC-66 Debt Relief Group LLC	11/15/2022	312.61
BATLLC-66 Debt Relief Group LLC	11/15/2022	253.92
BATLLC-66 Debt Relief Group LLC	11/16/2022	252.2
BATLLC-66 Debt Relief Group LLC	11/28/2022	290.83
BATLLC-66 Debt Relief Group LLC	12/1/2022	358.96
BATLLC-67 Debt Relief Group LLC	12/6/2022	596.38
BATLLC-67 Debt Relief Group LLC	12/7/2022	256.47
BATLLC-67 Debt Relief Group LLC	12/8/2022	368.13
BATLLC-67 Debt Relief Group LLC	12/23/2022	251.63
BATLLC-67 Debt Relief Group LLC	12/27/2022	276.92
BATLLC-68 Debt Relief Group LLC	12/29/2022	297.35
BATLLC-68 Debt Relief Group LLC	1/5/2023	250.33
BATLLC-69 Debt Relief Group LLC	1/12/2023	269.35
BATLLC-69 Debt Relief Group LLC	1/17/2023	252.84
BATLLC-69 Debt Relief Group LLC	1/24/2023	250.79
BATLLC-69 Debt Relief Group LLC	1/24/2023	253.52
BATLLC-70 Debt Relief Group LLC	1/30/2023	291.94
BATLLC-65 Debt Relief Group LLC	11/9/2022	268.16
BATLLC-65 Debt Relief Group LLC	11/10/2022	334.12
BATLLC-67 Debt Relief Group LLC	12/14/2022	504.1
BATLLC-67 Debt Relief Group LLC	12/19/2022	249.15
BATLLC-63 Debt Relief Group LLC	1/4/2023	613.99
BATLLC-64 Debt Relief Group LLC	10/13/2022	254.9
BATLLC-64 Debt Relief Group LLC	10/13/2022	250.35
BATLLC-65 Debt Relief Group LLC	10/25/2022	254.99
BATLLC-65 Debt Relief Group LLC	10/28/2022	284.7
BATLLC-65 Debt Relief Group LLC	10/31/2022	277.65
BATLLC-65 Debt Relief Group LLC	11/1/2022	337.3
BATLLC-65 Debt Relief Group LLC	11/4/2022	257.75
BATLLC-65 Debt Relief Group LLC	11/10/2022	252.1
BATLLC-65 Debt Relief Group LLC	11/11/2022	298.67
BATLLC-65 Debt Relief Group LLC	11/14/2022	275.65
BATLLC-66 Debt Relief Group LLC	11/21/2022	253.98
BATLLC-66 Debt Relief Group LLC	12/5/2022	262.87
BATLLC-67 Debt Relief Group LLC	12/6/2022	254.86
BATLLC-67 Debt Relief Group LLC	12/7/2022	252.3
BATLLC-67 Debt Relief Group LLC	12/13/2022	251.44
BATLLC-67 Debt Relief Group LLC	12/19/2022	284.41
BATLLC-67 Debt Relief Group LLC	12/19/2022	223.38
BATLLC-67 Debt Relief Group LLC	12/16/2022	263.4
BATLLC-67 Debt Relief Group LLC	1/24/2023	257.23
BATLLC-67 Debt Relief Group LLC	12/27/2022	253.77
BATLLC-67 Debt Relief Group LLC	1/18/2023	460.38
BATLLC-68 Debt Relief Group LLC	12/30/2022	363.45
BATLLC-68 Debt Relief Group LLC	12/30/2022	254.07
BATLLC-68 Debt Relief Group LLC	1/4/2023	251.36

BATLLC-68: Debt Relief Group LLC	1/3/2023	282.69
BATLLC-68: Debt Relief Group LLC	1/5/2023	264.08
BATLLC-68: Debt Relief Group LLC	1/5/2023	251.8
BATLLC-68: Debt Relief Group LLC	1/3/2023	255.01
BATLLC-68: Debt Relief Group LLC	1/4/2023	289.75
BATLLC-68: Debt Relief Group LLC	1/5/2023	248.13
BATLLC-68: Debt Relief Group LLC	1/5/2023	272.24
BATLLC-68: Debt Relief Group LLC	1/4/2023	282.67
BATLLC-68: Debt Relief Group LLC	1/4/2023	258.58
BATLLC-68: Debt Relief Group LLC	1/4/2023	252.18
BATLLC-68: Debt Relief Group LLC	1/5/2023	349.81
BATLLC-68: Debt Relief Group LLC	1/6/2023	250.11
BATLLC-68: Debt Relief Group LLC	1/6/2023	250.96
BATLLC-68: Debt Relief Group LLC	1/6/2023	251.17
BATLLC-68: Debt Relief Group LLC	1/9/2023	251.03
BATLLC-68: Debt Relief Group LLC	1/9/2023	570.28
BATLLC-68: Debt Relief Group LLC	1/9/2023	253.07
BATLLC-68: Debt Relief Group LLC	1/9/2023	254.38
BATLLC-68: Debt Relief Group LLC	1/10/2023	609.58
BATLLC-68: Debt Relief Group LLC	1/10/2023	327.94
BATLLC-68: Debt Relief Group LLC	1/9/2023	484.84
BATLLC-68: Debt Relief Group LLC	1/9/2023	252.62
BATLLC-68: Debt Relief Group LLC	1/10/2023	284.52
BATLLC-68: Debt Relief Group LLC	1/9/2023	313.71
BATLLC-68: Debt Relief Group LLC	1/10/2023	260.38
BATLLC-68: Debt Relief Group LLC	1/10/2023	309.07
BATLLC-69: Debt Relief Group LLC	1/11/2023	455.23
BATLLC-69: Debt Relief Group LLC	1/11/2023	435.56
BATLLC-69: Debt Relief Group LLC	1/11/2023	252.57
BATLLC-69: Debt Relief Group LLC	1/11/2023	304.83
BATLLC-69: Debt Relief Group LLC	1/11/2023	258.93
BATLLC-69: Debt Relief Group LLC	1/11/2023	277.47
BATLLC-69: Debt Relief Group LLC	1/12/2023	255.56
BATLLC-69: Debt Relief Group LLC	1/12/2023	259.66
BATLLC-69: Debt Relief Group LLC	1/12/2023	430.47
BATLLC-69: Debt Relief Group LLC	1/12/2023	258.47
BATLLC-69: Debt Relief Group LLC	1/12/2023	332.27
BATLLC-69: Debt Relief Group LLC	1/12/2023	250.22
BATLLC-69: Debt Relief Group LLC	1/12/2023	253.78
BATLLC-69: Debt Relief Group LLC	1/13/2023	254.53
BATLLC-69: Debt Relief Group LLC	1/17/2023	292.21
BATLLC-69: Debt Relief Group LLC	1/17/2023	297.01
BATLLC-69: Debt Relief Group LLC	1/17/2023	275.07
BATLLC-69: Debt Relief Group LLC	1/17/2023	251.65
BATLLC-69: Debt Relief Group LLC	1/20/2023	252.76
BATLLC-69: Debt Relief Group LLC	1/17/2023	435.82
BATLLC-69: Debt Relief Group LLC	1/17/2023	347.79

BATLLC-69: Debt Relief Group LLC	1/17/2023	344.23
BATLLC-69: Debt Relief Group LLC	1/18/2023	252.09
BATLLC-69: Debt Relief Group LLC	1/19/2023	334.11
BATLLC-69: Debt Relief Group LLC	1/18/2023	257.66
BATLLC-69: Debt Relief Group LLC	1/18/2023	280.46
BATLLC-69: Debt Relief Group LLC	1/18/2023	760.88
BATLLC-69: Debt Relief Group LLC	1/19/2023	277.89
BATLLC-69: Debt Relief Group LLC	1/18/2023	251.4
BATLLC-69: Debt Relief Group LLC	1/18/2023	255.01
BATLLC-69: Debt Relief Group LLC	1/19/2023	529.46
BATLLC-69: Debt Relief Group LLC	1/19/2023	270.33
BATLLC-69: Debt Relief Group LLC	1/19/2023	253.93
BATLLC-69: Debt Relief Group LLC	1/19/2023	309.45
BATLLC-69: Debt Relief Group LLC	1/19/2023	252.42
BATLLC-69: Debt Relief Group LLC	1/19/2023	253.36
BATLLC-69: Debt Relief Group LLC	1/20/2023	251.36
BATLLC-69: Debt Relief Group LLC	1/20/2023	266.52
BATLLC-69: Debt Relief Group LLC	1/20/2023	258.59
BATLLC-69: Debt Relief Group LLC	1/20/2023	254.82
BATLLC-69: Debt Relief Group LLC	1/20/2023	207.72
BATLLC-69: Debt Relief Group LLC	1/23/2023	256.84
BATLLC-69: Debt Relief Group LLC	1/24/2023	314.31
BATLLC-69: Debt Relief Group LLC	1/24/2023	281.06
BATLLC-69: Debt Relief Group LLC	1/23/2023	253.26
BATLLC-69: Debt Relief Group LLC	1/23/2023	321.83
BATLLC-69: Debt Relief Group LLC	1/23/2023	251.04
BATLLC-69: Debt Relief Group LLC	1/23/2023	283.49
BATLLC-69: Debt Relief Group LLC	1/23/2023	252.06
BATLLC-69: Debt Relief Group LLC	1/24/2023	269.67
BATLLC-69: Debt Relief Group LLC	1/24/2023	258.33
BATLLC-69: Debt Relief Group LLC	1/24/2023	251.41
BATLLC-69: Debt Relief Group LLC	1/24/2023	252.1
BATLLC-69: Debt Relief Group LLC	1/24/2023	292.8
BATLLC-69: Debt Relief Group LLC	1/24/2023	256.56
BATLLC-69: Debt Relief Group LLC	1/24/2023	285.29
BATLLC-69: Debt Relief Group LLC	1/24/2023	477.3
BATLLC-69: Debt Relief Group LLC	1/24/2023	284.27
BATLLC-69: Debt Relief Group LLC	1/24/2023	254.14
BATLLC-69: Debt Relief Group LLC	1/24/2023	250.71
BATLLC-69: Debt Relief Group LLC	1/24/2023	253.12
BATLLC-69: Debt Relief Group LLC	1/24/2023	271.77
BATLLC-69: Debt Relief Group LLC	1/25/2023	281.48
BATLLC-69: Debt Relief Group LLC	1/26/2023	259.98
BATLLC-69: Debt Relief Group LLC	1/25/2023	257.61
BATLLC-69: Debt Relief Group LLC	1/25/2023	262.03
BATLLC-69: Debt Relief Group LLC	1/25/2023	290.13
BATLLC-69: Debt Relief Group LLC	1/25/2023	251.53

BATLLC-69 Debt Relief Group LLC	1/25/2023	264.92
BATLLC-69 Debt Relief Group LLC	1/26/2023	253.91
BATLLC-69 Debt Relief Group LLC	1/25/2023	259.85
BATLLC-69 Debt Relief Group LLC	1/26/2023	251.74
BATLLC-69 Debt Relief Group LLC	1/25/2023	329.98
BATLLC-70 Debt Relief Group LLC	1/26/2023	498.42
BATLLC-70 Debt Relief Group LLC	1/27/2023	253.55
BATLLC-70 Debt Relief Group LLC	1/26/2023	251.37
BATLLC-70 Debt Relief Group LLC	1/26/2023	286.51
BATLLC-70 Debt Relief Group LLC	1/28/2023	251.83
BATLLC-70 Debt Relief Group LLC	1/26/2023	290.01
BATLLC-70 Debt Relief Group LLC	1/27/2023	253.49
BATLLC-70 Debt Relief Group LLC	1/27/2023	355.29
BATLLC-70 Debt Relief Group LLC	1/27/2023	690.36
BATLLC-70 Debt Relief Group LLC	1/27/2023	320.22
BATLLC-70 Debt Relief Group LLC	1/28/2023	253.02
BATLLC-70 Debt Relief Group LLC	1/31/2023	262.26
BATLLC-70 Debt Relief Group LLC	1/27/2023	393
BATLLC-70 Debt Relief Group LLC	1/27/2023	255.81
BATLLC-70 Debt Relief Group LLC	1/28/2023	253.94
BATLLC-70 Debt Relief Group LLC	1/27/2023	446.38
BATLLC-70 Debt Relief Group LLC	1/27/2023	265.31
BATLLC-70 Debt Relief Group LLC	1/28/2023	317.38
BATLLC-70 Debt Relief Group LLC	1/27/2023	251.81
BATLLC-70 Debt Relief Group LLC	1/27/2023	257.68
BATLLC-70 Debt Relief Group LLC	1/28/2023	278.73
BATLLC-70 Debt Relief Group LLC	1/27/2023	251.32
BATLLC-70 Debt Relief Group LLC	1/30/2023	253.01
BATLLC-70 Debt Relief Group LLC	2/7/2023	252.78
BATLLC-70 Debt Relief Group LLC	1/30/2023	268.36
BATLLC-70 Debt Relief Group LLC	1/30/2023	251.71
BATLLC-70 Debt Relief Group LLC	1/30/2023	252.67
BATLLC-70 Debt Relief Group LLC	1/30/2023	250.79
BATLLC-70 Debt Relief Group LLC	1/31/2023	262.02
BATLLC-70 Debt Relief Group LLC	1/31/2023	472.63
BATLLC-70 Debt Relief Group LLC	1/31/2023	252.95
BATLLC-70 Debt Relief Group LLC	1/31/2023	253.6
BATLLC-70 Debt Relief Group LLC	1/31/2023	253.86
BATLLC-70 Debt Relief Group LLC	1/31/2023	252.45
BATLLC-70 Debt Relief Group LLC	1/31/2023	254.37
BATLLC-70 Debt Relief Group LLC	1/31/2023	252.13
BATLLC-70 Debt Relief Group LLC	1/31/2023	251.36
BATLLC-70 Debt Relief Group LLC	1/31/2023	265.42
BATLLC-70 Debt Relief Group LLC	2/1/2023	250.71
BATLLC-70 Debt Relief Group LLC	2/1/2023	240.14
BATLLC-70 Debt Relief Group LLC	2/2/2023	265.3
BATLLC-70 Debt Relief Group LLC	2/2/2023	267.96

BATLLC-70 Debt Relief Group LLC	2/2/2023	255.74
BATLLC-70 Debt Relief Group LLC	2/2/2023	253.46
BATLLC-70 Debt Relief Group LLC	2/2/2023	247.19
BATLLC-70 Debt Relief Group LLC	2/2/2023	257.88
BATLLC-70 Debt Relief Group LLC	2/3/2023	252.69
BATLLC-70 Debt Relief Group LLC	2/3/2023	250.81
BATLLC-70 Debt Relief Group LLC	2/3/2023	363.84
BATLLC-70 Debt Relief Group LLC	2/6/2023	276.12
BATLLC-70 Debt Relief Group LLC	2/8/2023	256.84
BATLLC-70 Debt Relief Group LLC	2/7/2023	307.57
BATLLC-70 Debt Relief Group LLC	2/7/2023	307.94

Second Payment Amount	Third Payment Amount	Fourth Pay	Fifth Payment Amount	Debt Enroll	Total Progr
291.06	291.06	291.06	291.06	22249	11642.35
268.99	268.99	268.99	268.99	11836	6455.72
251.96	251.96	251.96	251.96	17287	10078.52
271.93	271.93	271.93	271.93	18057	9789.63
260.93	260.93	260.93	260.93	12341	7827.8
253.46	253.46	253.46	253.46	8976	6083.04
301.75	301.75	301.75	301.75	43105	20518.92
252.91	252.91	252.91	252.91	8461.19	5058.24
283.17	283.17	283.17	283.17	8966	6796.12
253.12	253.12	253.12	253.12	11064	6074.88
252.89	252.89	252.89	252.89	10434	6069.36
251.97	251.97	251.97	251.97	7001.49	4535.43
262.2	262.2	262.2	262.2	12792	7079.46
251.04	251.04	251.04	251.04	7733	6024.96
251.75	251.75	251.75	251.75	7934	6042.1
250.97	250.97	250.97	250.97	12367	8030.96
252.95	252.95	252.95	252.95	10156	6576.74
259.24	259.24	259.24	259.24	6438.68	4666.33
596.38	271.47	246.47	246.47	14383	9844.26
255.53	255.53	255.53	255.53	12732	7154.84
258.02	258.02	258.02	258.02	11084	6192.52
251.75	251.75	251.75	251.75	9095	6293.82
253.36	253.36	253.36	253.36	11213	6334.05
251.57	251.57	251.57	251.57	13967	9056.48
294.53	294.53	294.53	294.53	22080	11486.82
253.24	253.24	253.24	253.24	13072	7850.56
250.99	250.99	250.99	250.99	16344	9286.46
253.63	253.63	253.63	253.63	9205	6087.17
279.12	279.12	279.12	279.12	20362	10885.52
279.34	279.34	279.34	279.34	18296	11173.6
288.08	288.08	288.08	288.08	19170	11811.28
251.59	276.59	251.59	251.59	6814	4805.17
2/7/2023				7767	3
2/7/2023				12541	2
2/7/2023				8567	2
2/7/2023				26661	1
2/7/2023				11579	1
2/7/2023				16215	1
2/7/2023				3536	1
2/7/2023				10999	1
2/7/2023				8428	1
2/7/2023				21892	1
2/7/2023				7285	1
2/7/2023				11640	1
2/7/2023				13842	1

2/7/2023	38440	1
2/7/2023	19461	1
2/7/2023	12153	1
2/7/2023	9121	1
2/7/2023	16667	1
2/7/2023	27008	1
2/7/2023	7214	1
2/7/2023	12350	1
2/7/2023	18634	1
2/7/2023	15081	1
2/7/2023	12507	1
2/7/2023	17797	1
2/7/2023	9723.32	1
2/7/2023	11070	1
2/7/2023	12517	1
2/7/2023	15000	1
2/7/2023	6578	1
2/7/2023	26820	1
2/10/2023	14724	2
2/10/2023	27170	2
2/10/2023	27958	2
2/10/2023	7333	2
2/10/2023	40073	1
2/10/2023	9511	1
2/10/2023	13818	1
2/10/2023	10574	1
2/10/2023	16949	1
2/10/2023	20470	1
2/10/2023	11564	1
2/10/2023	15214.8	1
2/10/2023	9835	1
2/10/2023	13486	1
2/10/2023	20488	1
2/10/2023	7880	1
2/10/2023	11892	1
2/10/2023	12999	1
2/10/2023	8135	1
2/10/2023	7443	1
2/10/2023	7987	1
2/10/2023	40045	1
2/10/2023	14316	1
2/10/2023	12868	1
2/10/2023	14427	1
2/10/2023	41600	1
2/10/2023	30027	1
2/10/2023	9011	1
2/10/2023	9299	1

2/10/2023	15526	1
2/10/2023	10062	1
2/10/2023	8881	1
2/10/2023	20682	1
2/10/2023	18232	1
2/10/2023	8171	1
2/10/2023	12059	1
2/10/2023	12774.11	1
2/10/2023	7486	1
2/10/2023	12464	1
2/10/2023	17378	1
2/10/2023	12298	1
2/10/2023	7950	1
2/10/2023	9061	1
2/10/2023	12814	1
2/10/2023	32496	1
2/10/2023	6410	1
2/10/2023	16251	1
2/10/2023	35191	1
2/10/2023	23818	1
2/10/2023	18646	1
2/10/2023	9615	1
2/10/2023	18814	1
2/10/2023	34773	1
2/10/2023	6560	1
2/10/2023	21269	1
2/10/2023	41011	1
2/10/2023	23258	1
2/10/2023	10131	1
2/10/2023	21441	1
2/10/2023	15053	1
2/10/2023	20696	1
2/10/2023	7561	1
2/10/2023	11196	1
2/10/2023	11984	1
2/10/2023	14588	1
2/10/2023	23589	1
2/10/2023	14505	1
2/10/2023	10793	1
2/10/2023	8110	1
2/10/2023	11750	1
2/10/2023	9630	1
2/10/2023	15316	1
2/10/2023	10647	1
2/10/2023	8688	1
2/10/2023	23276	1
2/10/2023	28732	1

2/10/2023	28326	1
2/10/2023	8008	1
2/10/2023	27169	1
2/10/2023	10002	1
2/10/2023	16304	1
2/10/2023	39870	1
2/10/2023	9335	1
2/10/2023	8652	1
2/10/2023	7614	1
2/10/2023	32172	1
2/10/2023	17892	1
2/10/2023	6087	1
2/10/2023	24351	1
2/10/2023	8511	1
2/10/2023	7064	1
2/10/2023	15498	1
2/10/2023	11667	1
2/10/2023	18538	1
2/10/2023	23025	1
2/10/2023	11452	1
2/10/2023	13754	1
2/10/2023	15255	1
2/10/2023	19523	1
2/10/2023	6350	1
2/10/2023	15459.21	1
2/10/2023	9914	1
2/10/2023	14968.84	1
2/10/2023	7185.36	1
2/10/2023	6012	1
2/10/2023	9717	1
2/10/2023	9540	1
2/10/2023	9835	1
2/10/2023	12790	1
2/10/2023	18306	1
2/10/2023	16192	1
2/10/2023	40269	1
2/10/2023	21473	1
2/10/2023	10517	1
2/10/2023	6944.8	1
2/10/2023	8748	1
2/10/2023	9151	1
2/10/2023	13639	1
2/10/2023	12270	1
2/10/2023	12898.47	1
2/10/2023	11043	1
2/10/2023	19929	1
2/10/2023	6494.52	1

2/10/2023	8090	1
2/10/2023	7089	1
2/10/2023	14712	1
2/10/2023	10357	1
2/10/2023	23360	1
2/10/2023	45947	1
2/10/2023	7544	1
2/10/2023	11956	1
2/10/2023	21729	1
2/10/2023	11547.98	1
2/10/2023	9294.24	1
2/10/2023	8769	1
2/10/2023	17754	1
2/10/2023	61095	1
2/10/2023	15349	1
2/10/2023	6340	1
2/10/2023	9005	1
2/10/2023	33899	1
2/10/2023	8199	1
2/10/2023	15306	1
2/10/2023	30000	1
2/10/2023	24814	1
2/10/2023	15154	1
2/10/2023	6145	1
2/10/2023	18434	1
2/10/2023	12504	1
2/10/2023	7437	1
2/10/2023	9398	1
2/10/2023	12065	1
2/10/2023	11465	1
2/10/2023	11539	1
2/10/2023	8723	1
2/10/2023	9502	1
2/10/2023	17510	1
2/10/2023	25800	1
2/10/2023	7995	1
2/10/2023	8775	1
2/10/2023	6226	1
2/10/2023	14269	1
2/10/2023	6771	1
2/10/2023	10383	1
2/10/2023	7591	1
2/10/2023	11591	1
2/10/2023	12861	1
2/10/2023	6161	1
2/10/2023	13031	1
2/10/2023	12746	1

2/10/2023	18212	1
2/10/2023	8976	1
2/10/2023	7239	1
2/10/2023	7752	1
2/10/2023	10139	1
2/10/2023	7513	1
2/10/2023	30567	1
2/10/2023	20542.07	1
2/10/2023	14441	1
2/10/2023	19912	1
2/10/2023	33850	1
	3677932	

Total Paym Fee 1	State	Program Lc	First Paym	Second Pay	Third Paym	Fourth Pay
291.06	35 AL	39 Months Cleared	Open	Open	Open	Open
268.99	35 CA	22 Months Cleared	Open	Open	Open	Open
251.96	36 FL	39 Months Cleared	Open	Open	Open	Open
271.93	35 GA	35 Months Cleared	Open	Open	Open	Open
260.93	40 VA	29 Months Cleared	Open	Open	Open	Open
253.46	42 TX	22 Months Cleared	Open	Open	Open	Open
301.75	40 MI	30 Months Cleared	Open	Open	Open	Open
252.91	37 MI	18 Months Cleared	Open	Open	Open	Open
283.17	50 MS	23 Months Cleared	Open	Open	Open	Open
253.12	34 NY	23 Months Cleared	Open	Open	Open	Open
252.89	36 TX	23 Months Cleared	Open	Open	Open	Open
251.97	40 GA	17 Months Cleared	Open	Open	Open	Open
262.2	35 GA	26 Months Cleared	Open	Open	Open	Open
251.04	48 OH	23 Months Cleared	Open	Open	Open	Open
251.75	47 SC	22 Months Cleared	Returned /	Open	Open	Open
250.97	40 GA	30 Months Cleared	Open	Open	Open	Open
252.95	37 VA	23 Months Returned /	Returned /	Cleared	Open	Open
259.24	43 GA	16 Months Returned /	Cleared	Open	Open	Open
596.38	40 IN	34 Months Returned /	Cleared	Open	Open	Open
255.53	35 AL	27 Months Returned /	Returned /	Cleared	Open	Open
258.02	35 CA	23 Months Returned /	Returned /	Cleared	Open	Open
251.75	41 GA	23 Months Returned /	Returned /	Cleared	Open	Open
253.36	35 GA	23 Months Returned /	Returned /	Cleared	Open	Open
251.57	40 CA	35 Months Returned /	Returned /	Cleared	Open	Open
294.53	35 MS	37 Months Returned /	Returned /	Cleared	Open	Open
253.24	36 NC	30 Months Returned /	Returned /	Cleared	Open	Open
250.99	35 TX	37 Months Returned /	Cancel	Cleared	Open	Open
253.63	41 WA	23 Months Returned /	Returned /	Cleared	Open	Open
279.12	35 MO	38 Months Returned /	Returned /	Cleared	Open	Open
279.34	40 OK	39 Months Returned /	Cleared	Open	Open	Open
288.08	40 GA	38 Months Returned /	Error Proce	Cleared	Open	Open
251.59	41 NJ	17 Months Returned /	Cleared	Error Proce	Open	Open

Cancellatic	50	7767	2 Months	3 of 3	3	Jaye Francis
Cancellatic	37	12541	1 Months	2 of 2	2	Joe Curry
Cancellatic	44	8567	1 Months	2 of 4	2	Marc Deslhommes
Cancellatic	40	26661	2 Months	1 of 3	1	Ken Morrison
Cancellatic	40	11579	3 Months	1 of 4	0	Ana Yeje
Cancellatic	35	16215	2 Months	1 of 3	1	Manuel Rodriguez
Cancellatic	41	3536	3 Months	1 of 4	0	Ray Francis
Cancellatic	36	10999	1 Months	1 of 3	0	Isaiah Yool
Cancellatic	44	8428	2 Months	1 of 3	0	Ana Yeje
Cancellatic	35	21892	2 Months	1 of 4	1	Isaiah Diaz
Active File	50	7285	2 Months	1 of 3	1	Marc Deslhommes
Active File	35	11640	2 Months	1 of 3	1	Joe Curry
Cancellatic	50	13842	2 Months	1 of 3	1	Marc Deslhommes

Cancellatic	40	38440	2 Months	1 of 3	1 Victoria Claiborne
Cancellatic	40	19461	1 Months	1 of 2	0 Nicholas Ziccardi
Cancellatic	35	12153	1 Months	1 of 3	0 Yanitza Figueroa
Active File	41	9121	1 Months	1 of 3	1 Joe Curry
Cancellatic	35	16667	1 Months	1 of 2	0 Jaye Francis
Cancellatic	35	27008	1 Months	1 of 2	0 David Rodriguez
Cancellatic	37	7214	1 Months	1 of 3	0 Marc Deslhommes
Cancellatic	35	12350	1 Months	1 of 2	0 Ray Francis
Cancellatic	35	18634	0 Months	1 of 2	0 Tyquaria Ward
Cancellatic	35	15081	0 Months	1 of 1	1 James Killings
Cancellatic	35	12507	0 Months	1 of 2	0 Ray Francis
Cancellatic	35	17797	0 Months	1 of 1	1 Franky Ortiz
Cancellatic	38	9723.32	0 Months	1 of 2	0 Candido Rodriguez
Cancellatic	50	11070	0 Months	1 of 1	0 Marc Deslhommes
Cancellatic	35	12517	0 Months	1 of 1	1 Yanitza Figueroa
Cancellatic	35	15000	0 Months	1 of 1	0 James Killings
Cancellatic	43	6578	0 Months	1 of 1	0 Andrea Espinosa
Cancellatic	35	26820	0 Months	1 of 2	0 Ray Francis
Cancellatic	35	14724	1 Months	2 of 2	0 Joe Curry
Cancellatic	35	27170	2 Months	2 of 3	2 Candido Rodriguez
Cancellatic	35	27958	1 Months	2 of 3	0 Franky Ortiz
Active File	50	7333	0 Months	2 of 3	2 Ray Francis
Cancellatic	31	40073	0 Months	1 of 2	0 Candido Rodriguez
Cancellatic	40	9511	2 Months	1 of 3	1 Victoria Claiborne
Cancellatic	39	13818	2 Months	1 of 3	1 Victoria Claiborne
Cancellatic	36	10574	1 Months	1 of 2	1 Ray Francis
Cancellatic	40	16949	2 Months	1 of 3	1 Victoria Claiborne
Cancellatic	35	20470	1 Months	1 of 2	1 Carlos Deane
Cancellatic	49	11564	0 Months	1 of 1	1 Ana Yeje
Cancellatic	35	15214.8	1 Months	1 of 4	0 Jaye Francis
Cancellatic	38	9835	2 Months	1 of 2	1 Pedro Luviano
Active File	36	13486	2 Months	1 of 4	1 Jaye Francis
Cancellatic	35	20488	1 Months	1 of 2	1 Yanitza Figueroa
Cancellatic	36	7880	0 Months	1 of 1	0 Pedro Luviano
Cancellatic	35	11892	0 Months	1 of 3	1 Yanitza Figueroa
Cancellatic	35	12999	1 Months	1 of 3	0 Tiffany Way
Cancellatic	46	8135	0 Months	1 of 2	1 Ray Francis
Cancellatic	50	7443	1 Months	1 of 2	0 James Killings
Cancellatic	40	7987	1 Months	1 of 5	0 Nicholas Ziccardi
Cancellatic	35	40045	0 Months	1 of 1	0 Jaye Francis
Cancellatic	35	14316	1 Months	1 of 2	1 Gary Gonzalez
Cancellatic	35	12868	0 Months	1 of 1	0 Yanitza Figueroa
Cancellatic	36	14427	1 Months	1 of 2	0 Tyquaria Ward
Cancellatic	35	41600	0 Months	1 of 2	0 Tiffany Way
Cancellatic	35	30027	0 Months	1 of 4	0 Ray Francis
Cancellatic	42	9011	1 Months	1 of 3	1 Jaye Francis
Cancellatic	40	9299	0 Months	1 of 1	1 Tyquaria Ward

Cancellatic	36	15526	1 Months	1 of 2	0 Justin Coates
Cancellatic	40	10062	1 Months	1 of 2	0 Justin Coates
Cancellatic	42	8881	0 Months	1 of 1	1 Yanitza Figueroa
Cancellatic	40	20682	0 Months	1 of 1	0 Franky Ortiz
Cancellatic	35	18232	0 Months	1 of 1	1 Jaye Francis
Cancellatic	39	8171	0 Months	1 of 1	1 Tiffany Way
Cancellatic	35	12059	0 Months	1 of 1	0 Candido Rodriguez
Cancellatic	35	12774.11	0 Months	1 of 1	1 Candido Rodriguez
Cancellatic	39	7486	0 Months	1 of 1	0 Jaye Francis
Cancellatic	35	12464	0 Months	1 of 1	1 Candido Rodriguez
Cancellatic	35	17378	0 Months	1 of 1	1 Manuel Rodriguez
Cancellatic	40	12298	0 Months	1 of 1	0 Nicholas Ziccardi
Cancellatic	35	7950	0 Months	1 of 1	0 Pedro Luviano
Cancellatic	41	9061	0 Months	1 of 1	0 Joe Curry
Cancellatic	35	12814	0 Months	1 of 1	1 James Killings
Cancellatic	35	32496	0 Months	1 of 1	1 Henry Godson
Cancellatic	44	6410	0 Months	1 of 1	1 Joe Curry
Cancellatic	35	16251	0 Months	1 of 1	0 Candido Rodriguez
Cancellatic	35	35191	0 Months	1 of 1	1 Jaye Francis
Cancellatic	35	23818	0 Months	1 of 2	0 Pedro Luviano
Cancellatic	50	18646	0 Months	1 of 1	0 Victoria Claiborne
Cancellatic	39	9615	0 Months	1 of 3	0 Franky Ortiz
Cancellatic	40	18814	0 Months	1 of 1	0 Nicholas Ziccardi
Cancellatic	30	34773	0 Months	1 of 1	0 Isaiah Yool
Cancellatic	45	6560	0 Months	1 of 1	0 Justin Coates
Cancellatic	40	21269	0 Months	1 of 1	1 Carmine Attonito
Cancellatic	35	41011	0 Months	1 of 1	1 Manuel Rodriguez
Cancellatic	35	23258	0 Months	1 of 1	0 Candido Rodriguez
Cancellatic	37	10131	0 Months	1 of 1	0 Justin Coates
Cancellatic	35	21441	0 Months	1 of 1	1 Tyquaria Ward
Cancellatic	35	15053	0 Months	1 of 2	0 Franky Ortiz
Cancellatic	35	20696	0 Months	1 of 1	0 Isaiah Yool
Cancellatic	40	7561	0 Months	1 of 1	0 Jaye Francis
Cancellatic	35	11196	0 Months	1 of 1	0 Franky Ortiz
Cancellatic	35	11984	0 Months	1 of 2	0 Tiffany Way
Cancellatic	40	14588	0 Months	1 of 1	0 Carmine Attonito
Cancellatic	40	23589	0 Months	1 of 1	0 Nicholas Ziccardi
Cancellatic	35	14505	0 Months	1 of 1	0 Victoria Claiborne
Cancellatic	35	10793	0 Months	1 of 1	0 Candido Rodriguez
Cancellatic	39	8110	0 Months	1 of 2	1 Carmine Attonito
Cancellatic	40	11750	0 Months	1 of 1	0 Marc Deslhommes
Cancellatic	50	9630	0 Months	1 of 1	1 Andrea Espinosa
Cancellatic	35	15316	0 Months	1 of 1	1 Candido Rodriguez
Cancellatic	35	10647	0 Months	1 of 2	0 Victoria Claiborne
Cancellatic	36	8688	0 Months	1 of 1	1 Yanitza Figueroa
Cancellatic	35	23276	0 Months	1 of 1	1 Gabrielle Lindsey
Cancellatic	35	28732	0 Months	1 of 1	1 Ana Yeje

Cancellatic	35	28326	0 Months	1 of 1	1 Joe Curry
Cancellatic	35	8008	0 Months	1 of 1	0 Victoria Claiborne
Cancellatic	35	27169	0 Months	1 of 2	0 Donald Cooper
Cancellatic	40	10002	0 Months	1 of 2	1 Carmine Attonito
Cancellatic	35	16304	0 Months	1 of 1	0 Justin Coates
Cancellatic	40	39870	0 Months	1 of 2	0 Chanel Urso
Cancellatic	35	9335	0 Months	1 of 1	0 Candido Rodriguez
Cancellatic	43	8652	0 Months	1 of 1	1 Staci Nails
Cancellatic	50	7614	0 Months	1 of 1	0 Andrea Espinosa
Cancellatic	35	32172	0 Months	1 of 1	1 Yanitza Figueroa
Cancellatic	35	17892	0 Months	1 of 1	1 Jaye Francis
Cancellatic	44	6087	0 Months	1 of 1	0 Joe Curry
Cancellatic	35	24351	0 Months	1 of 1	0 Jaye Francis
Cancellatic	44	8511	0 Months	1 of 3	0 Jaye Francis
Cancellatic	40	7064	0 Months	1 of 1	1 Yanitza Figueroa
Cancellatic	36	15498	0 Months	1 of 1	1 Manuel Rodriguez
Cancellatic	35	11667	0 Months	1 of 1	0 Tiffany Way
Cancellatic	35	18538	0 Months	1 of 2	0 Tiffany Way
Cancellatic	35	23025	0 Months	1 of 1	1 Franky Ortiz
Cancellatic	35	11452	0 Months	1 of 1	0 Donald Cooper
Cancellatic	35	13754	0 Months	1 of 2	0 Yanitza Figueroa
Cancellatic	40	15255	0 Months	1 of 1	0 Andrea Espinosa
Cancellatic	35	19523	0 Months	1 of 1	0 Candido Rodriguez
Cancellatic	42	6350	0 Months	1 of 1	1 Joe Curry
Cancellatic	35	15459.21	0 Months	1 of 1	1 Yanitza Figueroa
Cancellatic	39	9914	0 Months	1 of 1	0 Isaiah Yool
Cancellatic	35	14968.84	0 Months	1 of 1	0 Candido Rodriguez
Cancellatic	39	7185.36	0 Months	1 of 1	0 Manuel Rodriguez
Cancellatic	49	6012	0 Months	1 of 2	0 Victoria Claiborne
Cancellatic	40	9717	0 Months	1 of 1	1 Carmine Attonito
Cancellatic	39	9540	0 Months	1 of 1	0 Manuel Rodriguez
Cancellatic	38	9835	0 Months	1 of 1	1 James Killings
Cancellatic	43	12790	0 Months	1 of 1	0 Andrea Espinosa
Cancellatic	35	18306	0 Months	1 of 1	0 Ray Francis
Cancellatic	35	16192	0 Months	1 of 1	0 Staci Nails
Cancellatic	35	40269	0 Months	1 of 1	0 Chanel Urso
Cancellatic	35	21473	0 Months	1 of 2	0 Candido Rodriguez
Cancellatic	36	10517	0 Months	1 of 1	1 Ana Yeje
Cancellatic	40	6944.8	0 Months	1 of 1	0 Franky Ortiz
Cancellatic	43	8748	0 Months	1 of 1	1 James Killings
Cancellatic	46	9151	0 Months	1 of 1	1 Staci Nails
Cancellatic	38	13639	0 Months	1 of 1	0 Victoria Claiborne
Cancellatic	40	12270	0 Months	1 of 1	0 Chanel Urso
Cancellatic	35	12898.47	0 Months	1 of 2	1 Donald Cooper
Cancellatic	36	11043	0 Months	1 of 2	0 Jaye Francis
Cancellatic	35	19929	0 Months	1 of 1	1 Justin Coates
Cancellatic	43	6494.52	0 Months	1 of 1	0 Manuel Rodriguez

Cancellatic	50	8090 0 Months	1 of 1	0 Marc Deslhommes
Cancellatic	40	7089 0 Months	1 of 1	0 Ray Francis
Cancellatic	40	14712 0 Months	1 of 1	1 Justin Coates
Cancellatic	36	10357 0 Months	1 of 1	1 Tiffany Way
Cancellatic	40	23360 0 Months	1 of 1	0 Marc Deslhommes
Cancellatic	35	45947 0 Months	1 of 1	0 Jaye Francis
Cancellatic	50	7544 0 Months	1 of 1	0 Chanel Urso
Cancellatic	35	11956 0 Months	1 of 1	0 James Killings
Cancellatic	35	21729 0 Months	1 of 1	0 Jaye Francis
Cancellatic	35	11547.98 0 Months	1 of 1	0 Tiffany Way
Cancellatic	50	9294.24 0 Months	1 of 1	0 Staci Nails
Cancellatic	43	8769 0 Months	1 of 2	0 Justin Coates
Cancellatic	35	17754 0 Months	1 of 1	0 Donald Cooper
Cancellatic	35	61095 0 Months	1 of 1	1 Pedro Luviano
Cancellatic	35	15349 0 Months	1 of 1	0 James Killings
Cancellatic	42	6340 0 Months	1 of 1	0 Victoria Claiborne
Cancellatic	35	9005 0 Months	1 of 1	0 Pedro Luviano
Cancellatic	35	33899 0 Months	1 of 1	1 Gabrielle Lindsey
Cancellatic	35	8199 0 Months	1 of 1	0 Nicholas Ziccardi
Cancellatic	35	15306 0 Months	1 of 1	0 Victoria Claiborne
Cancellatic	35	30000 0 Months	1 of 1	1 Donald Cooper
Cancellatic	35	24814 0 Months	1 of 1	0 Franky Ortiz
Cancellatic	35	15154 0 Months	1 of 1	0 Chanel Urso
Cancellatic	43	6145 0 Months	1 of 1	0 Isaiah Yool
Cancellatic	35	18434 0 Months	1 of 1	0 Nicholas Ziccardi
Cancellatic	35	12504 0 Months	1 of 1	1 Chanel Urso
Cancellatic	50	7437 0 Months	1 of 1	1 Justin Coates
Cancellatic	40	9398 0 Months	1 of 1	0 Yanitza Figueroa
Cancellatic	35	12065 0 Months	1 of 1	0 Jaye Francis
Cancellatic	36	11465 0 Months	1 of 1	1 Staci Nails
Cancellatic	35	11539 0 Months	1 of 1	0 Jaye Francis
Cancellatic	43	8723 0 Months	1 of 3	0 Staci Nails
Cancellatic	39	9502 0 Months	1 of 1	0 Candido Rodriguez
Cancellatic	35	17510 0 Months	1 of 1	0 Isaiah Yool
Cancellatic	35	25800 0 Months	1 of 1	0 Victoria Claiborne
Cancellatic	47	7995 0 Months	1 of 1	0 Ray Francis
Cancellatic	43	8775 0 Months	1 of 1	0 Justin Coates
Cancellatic	43	6226 0 Months	1 of 1	0 Isaiah Yool
Cancellatic	35	14269 0 Months	1 of 1	0 Manuel Rodriguez
Cancellatic	42	6771 0 Months	1 of 1	0 Tiffany Way
Cancellatic	36	10383 0 Months	1 of 1	0 Staci Nails
Cancellatic	49	7591 0 Months	1 of 1	0 Ray Francis
Cancellatic	35	11591 0 Months	1 of 1	0 Justin Coates
Cancellatic	36	12861 0 Months	1 of 1	0 Staci Nails
Cancellatic	42	6161 0 Months	1 of 1	0 Tiffany Way
Cancellatic	35	13031 0 Months	1 of 1	0 Jaye Francis
Cancellatic	35	12746 0 Months	1 of 1	0 Justin Coates

Cancellatic	35	18212	0 Months	1 of 1	0 Andrea Espinosa
Cancellatic	42	8976	0 Months	1 of 1	0 Nicholas Ziccardi
Cancellatic	49	7239	0 Months	1 of 1	0 Staci Nails
Cancellatic	50	7752	0 Months	1 of 1	0 Andrea Espinosa
Cancellatic	37	10139	0 Months	1 of 1	0 Justin Coates
Cancellatic	37	7513	0 Months	1 of 1	0 Justin Coates
Cancellatic	35	30567	0 Months	1 of 1	0 Ashley Linan
Cancellatic	35	20542.07	0 Months	1 of 1	0 Candido Rodriguez
Active File	40	14441	0 Months	1 of 1	1 Ashley Linan
Cancellatic	35	19912	0 Months	1 of 1	0 Yanitza Figueroa
Cancellatic	30	33850	0 Months	1 of 1	0 Ashley Linan

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Exhibit "8"
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Client Status	Payments Payment S # NSF	NSFs
Active File	1 1 of 40	0
Active File	1 1 of 24	0
Active File	1 1 of 40	0
Active File	1 1 of 36	0
Active File	1 1 of 30	0
Active File	1 1 of 24	0
Educational Outreach	1 1 of 68	0
Educational Outreach	1 1 of 20	0
Educational Outreach	1 1 of 24	0
Educational Outreach	1 1 of 24	0
Educational Outreach	1 1 of 24	0
Educational Outreach	1 1 of 18	0
Educational Outreach	1 1 of 27	0
Educational Outreach Missed	1 1 of 24	0
NSF	1 1 of 24	1
Paused Per Legal - Payment No	1 1 of 32	0
Active File	1 1 of 26	2
Active File	1 1 of 18	1
Active File	1 1 of 37	1
NSF	1 1 of 28	2
NSF	1 1 of 24	2
NSF	1 1 of 25	2
NSF	1 1 of 25	2
NSF	1 1 of 36	2
NSF	1 1 of 39	2
NSF	1 1 of 31	2
NSF	1 1 of 37	1
NSF	1 1 of 24	2
NSF	1 1 of 39	2
NSF	1 1 of 40	1
NSF	1 1 of 41	1
Payment Change Required	1 1 of 19	1

EXHIBIT “9”

ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

This ACCOUNTS RECEIVABLE PURCHASE AGREEMENT (this “**Agreement**”) is made as of March 7, 2023 (the “**Agreement Date**”), by and between The Litigation Practice Group PC (collectively the “**Buyer**”), and Debt Relief Group (the “**Seller**” or “**LPG**”, and together with the Buyer, the “**Parties**”), and The Litigation Practice Group PC (“**LPG**”).

RECITALS

WHEREAS, in the regular course of business, the Seller originates account receivables from **LPG** in connection with client on-boarding services provided by the Seller to LPG and its affiliates;

WHEREAS, the account receivables represent an obligation of various clients to pay Seller for services that Seller previously provided, but which LPG shall provide from the date of execution of this Agreement;

WHEREAS, the Seller desires to sell, assign, transfer, and deliver to the Buyer, and the Buyer desires to purchase, acquire, and accept from the Seller, certain of these account receivables (the “**Purchased Accounts**”).

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.1 Certain Definitions. Certain defined terms used in this Agreement are set forth on Exhibit A.

ARTICLE 2. ASSIGNMENT AND TRANSFER AND CONSIDERATION

Section 2.1 Assignment of the Purchased Accounts to the Buyer. Upon execution of this Agreement and subject to the terms and conditions set forth herein, the Seller shall sell, assign, transfer, and deliver, and the Buyer shall purchase, acquire, and accept from the Seller, all of the Seller’s right, title, and interest in and to the Purchased Accounts set forth on the spreadsheet attached to this Agreement, free and clear of any Liens. Other than the Purchased Accounts, the Buyer shall not purchase or acquire any other assets of the Seller (collectively, the “**Excluded Assets**”).

Section 2.2 No Assumption of Liabilities. The Buyer shall not assume any Liabilities of the Seller of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereinafter created (collectively, the “**Excluded Liabilities**”).

Section 2.3 Payment of Purchase Price. Buyer shall pay \$99,937.50 (total purchase price) for the Purchased Accounts (the “**Purchase Price**”) by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth in Schedule 2.3 (the “**Wire Instructions**”). The Purchased Accounts are set forth on the attached spreadsheet.

Section 2.4 Guarantee of LPG. If any file acquired by buyer shall fail to make a first payment, LPG will replace the file and bear any cost associated with such replacement. The replacement file shall yield no less than the receivable of the failed file. In addition, if any any calendar month a total of less than 80% of files make a cleared payment, LPG shall replace any non-performing files in such month so that the performance of the file

package as a whole equals 80%. This guarantee shall continue until the completion of the 24th month following execution of this agreement.

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Buyer, as of the Agreement Date and as of the Closing Date, or, if expressly made as of a specified date, as of such specified date, as follows:

Section 3.1 Organization; Good Standing. The Seller is a Limited Liability Company duly organized, validly existing, and in good standing under the Laws of the State of Delaware and is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership or operation of the Business requires such qualification, except where the failure to be so qualified would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, results of operations, financial condition, or assets of the Seller.

Section 3.2 Power and Authority. The Seller has all requisite right, power, and authority to execute, deliver, and perform this Agreement and the Transaction Agreements to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Agreements by the Seller, and the consummation by the Seller of the transactions contemplated hereby and thereby, have been duly approved by the Seller, and no further action is required on the part of the Seller to authorize this Agreement, any Transaction Agreement to which it is a party, or the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Agreements will be, duly and validly executed and delivered by the Seller and, assuming the due and valid authorization, execution, and delivery of this Agreement by the other Parties, and of each such Transaction Agreement by the other parties thereto, constitutes, or will constitute, a valid and binding obligation of the Seller, enforceable against it in accordance with its terms and conditions, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other Laws affecting enforcement of creditor's rights generally and except insofar as the availability of equitable remedies may be limited by applicable Law.

Section 3.3 Title to, and Sufficiency of, the Purchased Accounts. The Seller has and shall convey to the Buyer, at the Closing, good, valid, transferable, and marketable title to, or valid leasehold interests in, all of the Purchased Accounts, free and clear of all Liens.

Section 3.4 Consents. The Seller is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of, any Governmental Body or Third Party, including a party to any assigned contract, in connection with the execution, delivery, and performance by the Seller of this Agreement or any of the Transaction Agreements to which it is a party or the consummation of the transactions contemplated hereby and thereby.

Section 3.5 No Conflicts. The execution and delivery by the Seller of this Agreement and each of the Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, will not conflict with, result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to an additional payment obligation, a right of termination, cancellation, modification, or acceleration of any obligation, or loss of any benefit, under: (a) any provision of the Organizational Documents of the Seller; (b) any contract to which the Seller is party, including, without limitation, any assigned contract; or (c) any Law or order applicable to the Seller or any of the Purchased Accounts.

Section 3.6 Compliance with Laws. The Seller has materially complied, and is now materially complying, with all Laws applicable to the ownership and use of the Purchased Accounts.

Section 3.7 Legal Proceedings. There is no Action of any nature pending or, to the Knowledge of the Seller, threatened against or by the Seller: (a) relating to or affecting the Purchased Accounts or (b) that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement and the Transaction Agreements. No event has occurred or circumstance exists that may give rise to, or serve as a basis for, any such Action.

Section 3.8 Condition of Purchased Accounts. Each Purchased Account shall have received no less than one processed payment.

Section 3.9 Confidentiality. Seller agrees and acknowledges that all Purchased Accounts, the pricing, and all terms set forth in this Agreement are confidential (together, the "**Confidential Information**"). Seller will at all times keep the Confidential Information in confidence and trust. Seller will not, without the prior written consent of an authorized officer of Buyer, (A) copy, use or disclose any Confidential Information, (B) deliver or disclose any Confidential Information to any person or entity outside the Buyer, or (C) use the Confidential Information for Seller's own use or use it to the detriment of Buyer. Notwithstanding the foregoing, Seller may, without consent, use the Confidential Information and disclose and deliver same to Seller's employees or agents, if applicable, who have a need to know, provided such employees or agents have entered into written agreements approved by Buyer and containing provisions at least as restrictive as these provisions. Seller agrees that violation of this Section 3.9. The Parties agree that the disclosure of the Confidential Information in violation of this Agreement may cause the Buyer irreparable harm and that any breach or threatened breach by the Seller entitles Buyer to seek injunctive relief, in addition to any other legal or equitable remedies available to it, in any court of competent jurisdiction.

ARTICLE 4.

REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller, as of the Agreement Date and as of the Closing Date, or, if expressly made as of a specified date, as of such specified date, as follows:

Section 4.1 Organization; Good Standing. The Buyer is a limited liability company, duly organized, validly existing, and in good standing under the Laws of the State of Florida.

Section 4.2 Power and Authority. The Buyer has all requisite right, power, and authority to execute, deliver, and perform this Agreement and the Transaction Agreements to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Agreements by the Buyer, and the consummation by the Buyer of the transactions contemplated hereby and thereby, have been duly approved by the Buyer, and no further action is required on the part of the Buyer to authorize this Agreement, any Transaction Agreement to which it is a party, or the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Agreements will be, duly and validly executed and delivered by the Buyer and, assuming the due and valid authorization, execution, and delivery of this Agreement by the other Parties, and of each such Transaction Agreement by the other parties thereto, constitutes, or will constitute, a valid and binding obligation of the Buyer, enforceable against it in accordance with its terms and conditions, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Laws affecting enforcement of creditor's rights generally and except insofar as the availability of equitable remedies may be limited by applicable Law.

Section 4.3 No Conflicts. The execution and delivery by the Buyer of this Agreement and each of the Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, will not conflict with, result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to an additional payment obligation, a right of termination, cancellation, modification, or acceleration of, any obligation, or loss of any benefit under: (a) any provision of the Buyer's Organizational Documents; (b) any contract to which the Buyer is party, other than the Buyer Representation Agreement; or (c) any Law applicable to the Buyer.

Section 4.4 Sufficient Funds. The Buyer has, and will have, sufficient funds available to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement and the Transaction Agreements.

ARTICLE 5. COVENANTS

Section 5.1 Appropriate Actions.

(a) General. Each of the Parties shall use commercially reasonable efforts to take all actions necessary to consummate the transactions contemplated by this Agreement as soon as reasonably practicable after the execution of this Agreement, including taking all actions necessary to comply promptly with all applicable Laws that may be imposed on it or any of its Affiliates with respect to the Closing.

ARTICLE 6. CLOSING

Section 6.1 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") will take place upon the execution and delivery of this Agreement or at such other time, date, and place as the Parties may agree in writing. The date on which the Closing occurs is hereinafter referred to as the "**Closing Date**." The Parties agree that the Closing may take place by the electronic exchange of executed counterpart documents and the electronic transfer of funds.

Section 6.2 Closing Deliverables of the Seller. At or prior to the Closing, Seller shall deliver to Buyer any of the following if requested by Buyer: (i) a bill of sale and assignment and assumption agreement substantially in the form attached hereto as **Exhibit B** (the "**Bill of Sale and Assignment and Assumption Agreement**"), duly executed by the Seller, effecting the transfer and assignment to, and assumption by, the Buyer of the Purchased Accounts; and (ii) such other customary instruments of transfer, assumption, filings, or documents, in form and substance reasonably satisfactory to the Buyer, as may be required to give effect to this Agreement.

Section 6.3 Closing Deliverables of the Buyer. At or prior to the Closing, the Seller shall have received the following: (i) the Upfront Cash Payment; and (ii) if requested pursuant to Section 6.2, the Bill of Sale and Assignment and Assumption Agreement, duly executed by the Buyer.

Section 6.4 Indemnification by the Seller. Subject to the limitations set forth in this Article 6, the Seller agrees to indemnify and hold harmless the Buyer, including its shareholders, members, directors, managers, officers, employees, Affiliates, and agents (each, a "**Buyer Indemnified Party**" and, collectively, the "**Buyer Indemnified Parties**"), against all claims, losses, Liabilities, damages, deficiencies, diminutions in value, costs, interest, awards, judgments, penalties, and expenses, including reasonable out-of-pocket attorneys' and consultants' fees and expenses and including any such reasonable expenses incurred in connection with investigating, defending against, or settling any of the foregoing (each, a "**Loss**" and, collectively, the "**Losses**") paid, suffered, incurred, sustained, or accrued by any Buyer Indemnified Party, directly or indirectly, as a result of,

arising out of, or in connection with: (a) any inaccuracy in, or breach of, any of the representations or warranties of the Seller contained in this Agreement, (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by the Seller pursuant to this Agreement, (c) any Excluded Asset or any Excluded Liability.

Section 6.5 Indemnification by the Buyer. Subject to the limitations set forth in this Article 6, the Buyer agrees to indemnify and hold harmless the Seller, including its Affiliates and agents (each, a “**Seller Indemnified Party**” and, collectively, the “**Seller Indemnified Parties**”), against all Losses paid, suffered, incurred, sustained, or accrued by any Seller Indemnified Party, directly or indirectly, as a result of, arising out of, or in connection with: (a) any inaccuracy in, or breach of, any of the representations or warranties of the Buyer contained in this Agreement; (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by the Buyer pursuant to this Agreement; (c) any event or occurrence related to the Purchased Accounts or Buyer occurring after the Closing; or (d) resulting from any omissions or misstatements made by Buyer to investors or potential investors.

Section 6.6 Indemnification Procedures.

(a) No Restraints. Promptly following receipt by an Indemnified Party of notice by a Third Party (including any Governmental Body) of any complaint, dispute, or claim or the commencement of any audit, investigation, Action or proceeding with respect to which such Indemnified Party may be entitled to indemnification pursuant hereto (a “**Third-party Claim**”), such Indemnified Party shall provide written notice thereof to the Indemnifying Party, provided, however, that the failure to so notify the Indemnifying Party shall relieve the Indemnifying Party from Liability hereunder with respect to such Third-party Claim only if, and only to the extent that, such failure to so notify the Indemnifying Party results in the forfeiture by the Indemnifying Party of rights and defenses otherwise available to the Indemnifying Party with respect to such Third-party Claim. The Indemnifying Party shall have the right, upon written notice delivered to the Indemnified Party within twenty days thereafter assuming full responsibility for any Losses resulting from such Third-party Claim, to assume the defense of such Third-party Claim, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the fees and disbursements of such counsel; provided, however, if the Indemnifying Party declines or fails to assume the defense of such Third-party Claim on the terms provided above or to employ counsel reasonably satisfactory to the Indemnified Party, in either case within such twenty day period, then any Losses shall include the reasonable fees and disbursements of counsel for the Indemnified Party as incurred. In any Third-party Claim for which indemnification is being sought hereunder the Indemnified Party or the Indemnifying Party, whichever is not assuming the defense of such Third-party Claim, shall have the right to participate in such matter and to retain its own counsel at such Party’s own expense. The Indemnifying Party or the Indemnified Party (as the case may be) shall at all times use reasonable efforts to keep the Indemnifying Party or Indemnified Party (as the case may be) reasonably apprised of the status of the defense of any matter, the defense of which it is maintaining, and to cooperate in good faith with each other with respect to the defense of any such matter.

(b) No Indemnified Party may settle or compromise any Third-party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder without the prior written consent of the Indemnifying Party (which may not be unreasonably withheld or delayed), unless (i) the Indemnifying Party fails to assume and maintain the defense of such Third-party Claim or (ii) such settlement, compromise, or consent includes an unconditional release of the Indemnifying Party and its officers, directors, employees and Affiliates from all Liability arising out of, or related to, such Third-party Claim. An Indemnifying Party may not, without the prior written consent of the Indemnified Party, settle or compromise any Third-party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless such settlement, compromise, or consent (A) includes an unconditional release of the Indemnified Party and its officers, directors, employees, and Affiliates from all Liability arising out of, or related to, such Third-party

Claim, (B) does not contain any admission or statement suggesting any wrongdoing or Liability on behalf of the Indemnified Party, and (C) does not contain any equitable order, judgment, or term that in any manner affects, restrains, or interferes with the business of the Indemnified Party or any of the Indemnified Party's Affiliates.

(c) If an Indemnified Party claims a right to payment pursuant hereto with respect to any matter not involving a Third-party Claim (a "**Direct Claim**"), such Indemnified Party shall send written notice of such claim to the appropriate Indemnifying Party (each, a "**Notice of Claim**"). Such Notice of Claim shall specify the basis for such Direct Claim. The failure by any Indemnified Party so to notify the Indemnifying Party shall not relieve the Indemnifying Party from any Liability that it may have to such Indemnified Party with respect to any Direct Claim made pursuant to this Section 6.6(c). If the Indemnifying Party does not notify the Indemnified Party within thirty days following its receipt of such Notice of Claim that the Indemnifying Party disputes its Liability to the Indemnified Party under this Article 6 or the amount thereof, the Direct Claim specified by the Indemnified Party in such Notice of Claim shall be conclusively deemed a Liability of the Indemnifying Party under this Article 6, and the Indemnifying Party shall pay the amount of such Liability to the Indemnified Party on demand or, in the case of any Notice of Claim in which the amount of the Direct Claim (or any portion of the Direct Claim) is estimated, on such later date when the amount of such Direct Claim (or such portion of such Direct Claim) becomes finally determined. In the event that the Indemnifying Party has timely disputed its Liability with respect to such Direct Claim as provided above, as promptly as possible, such Indemnified Party and the appropriate Indemnifying Party shall establish the merits and amount of such Direct Claim (by mutual agreement, litigation, arbitration or otherwise) and, within five business days following the final determination of the merits and amount of such Direct Claim, the Indemnifying Party shall pay to the Indemnified Party an amount equal to such Direct Claim as determined hereunder.

ARTICLE 7.

MISCELLANEOUS

Section 7.1 Entire Agreement; Amendment. This Agreement and the Transaction Agreements (including the exhibits hereto and thereto and the documents referred to therein) constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof. This Agreement may be amended with the written consent of each of the Parties or any successor thereto by execution of an instrument in writing.

Section 7.2 Waivers. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. To the maximum extent permitted by applicable Law: (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Parties; (b) no waiver that may be given by a Party will be applicable except in the specific instance for what it is given; and (c) no notice to, or demand on, one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the Transaction Agreements.

Section 7.3 Notices. All notices and other communications required or permitted hereunder shall be made to the address of a Party listed on the signature page to this Agreement and shall be (a) in writing, (b) effective when given, and (c), in any event, deemed to be given upon receipt or, if earlier: (i) upon delivery, if delivered by hand; (ii) two business days after deposit with FedEx Express or similar recognized international overnight courier service, freight prepaid; or (iii) one business day after facsimile or electronic mail transmission. A Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties advance written notice pursuant to the provisions above.

Section 7.4 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties named herein and their respective successors and permitted assigns. Neither this Agreement nor any rights or obligations of a Party hereunder shall be assigned by a Party (unless to an Affiliate of such Party) without the prior written consent of the other Parties. This Agreement will be binding upon any permitted assignee of any Party. No assignment shall have the effect of relieving any Party to this Agreement of any of its obligations hereunder.

Section 7.5 Public Disclosure. Except as may be required by Law, the Seller shall not issue any statement or communication to any Third Party (other than its respective agents) regarding the subject matter of this Agreement or the transactions contemplated hereby, including, if applicable, the termination of this Agreement and the reasons therefor, without the prior written consent of the Buyer.

Section 7.6 Expenses and Fees. Whether or not the Closing occurs, all fees and expenses incurred in connection with this transactions contemplated by this Agreement, including all legal, accounting, financial advisory, consulting and all other fees and expenses of Third Parties incurred by a Party in connection with the negotiation and effectuation of the terms and conditions of this Agreement and the transactions contemplated hereby, shall be the obligation of the respective Party incurring such fees and expenses.

Section 7.7 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement was not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled hereunder, at Law or in equity.

Section 7.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 7.9 Governing Law. This Agreement shall, in all respects, be construed in accordance with, and governed by, the Laws of the State of California without regard to conflict of Laws principles.

Section 7.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Section 7.11 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

BUYER:

The Litigation Practice Group P.C.

DocuSigned by:
By: Daniel S March
9D494DB1993341E...
Name: Daniel S March
Title: Managing Shareholder

SELLER:

Debt Relief Group

DocuSigned by:
By: [Signature]
3ECDD8C6C1774C9...
Name: William Burns
Title: CEO

APPROVAL OF ASSIGNMENT AND GUARANTEE

The assignment of the Purchased Accounts set forth in this Agreement as well as the guarantee included therein is hereby approved, and with respect to the Purchased Accounts, the Buyer shall have all rights of Buyer as set forth in this agreement.

The Litigation Practice Group P.C.

DocuSigned by:
By: Daniel S March
9D494DB1993341E...
Name: Daniel S. March
Title: Managing Shareholder

EXHIBIT A

DEFINITIONS

As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

(a) **"Action"** shall mean any civil, criminal, or administrative action, claim, suit, demand, charge, citation, reexamination, opposition, interference, decree, injunction, mediation, hearing, notice of violation, demand letter, litigation, proceeding, labor dispute, arbitral action, governmental or other audit, inquiry, criminal prosecution, investigation, unfair labor practice charge, or complaint.

(b) **"Agreement"** shall have the meaning set forth in the preamble to this Agreement.

(c) **"Agreement Date"** shall have the meaning set forth in the preamble to this Agreement.

(d) **"Affiliate"** shall mean (i) with respect to any non-natural Person, any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person and (ii), with respect to any individual, (A) family members of such individual, by blood, adoption, or marriage, (B) such individual's spouse or ex-spouse and (C) any Person that is directly or indirectly under the control of any of the foregoing individuals. For purposes of this definition, "control" (including with correlative meanings, the terms "controlling," "controlled by," and under "common control with") means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

(e) **"Bill of Sale and Assignment and Assumption Agreement"** shall have the meaning set forth in Section 6.2.

(f) **"Business"** shall mean the business of the Seller as conducted on the Agreement Date.

(g) **"Buyer"** shall have the meaning set forth in the preamble to this Agreement.

(h) **"Buyer Indemnified Parties"** shall have the meaning set forth in Section 6.4.

(i) **"Closing"** shall have the meaning set forth in Section 6.1.

(j) **"Closing Date"** shall have the meaning set forth in Section 6.1.

(k) **"Direct Claim"** shall have the meaning set forth in Section 6.6(c).

(l) **"Excluded Assets"** shall have the meaning set forth in Section 2.1.

(m) **"Excluded Liabilities"** shall have the meaning set forth in Section 2.2.

(n) **"Governmental Body"** shall mean any: (i) nation, province, state, county, city, town, village, district, or other jurisdiction of any nature; (ii) federal, provincial, state, local, municipal, foreign, or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

(o) **"Indebtedness"** means, without duplication and with respect to the Seller, all: (i) indebtedness for borrowed money; (ii) obligations for the deferred purchase price of property or services, (iii) long or short-term obligations evidenced by notes, bonds, debentures or other similar instruments; (iv) obligations under any interest rate, currency swap, or other hedging agreement or arrangement; (v) capital lease obligations; (vi) reimbursement obligations under any letter of credit, banker's acceptance or similar credit transactions; (vii) guarantees made by the Seller on behalf of any third party in respect of obligations of the kind referred to in the foregoing clauses (i) through (vi); and (viii) any unpaid interest, prepayment penalties, premiums, costs and fees that would arise or become due as a result of the prepayment of any of the obligations referred to in the foregoing clauses (i) through (vii).

(p) **"Indemnified Party"** shall mean a Buyer Indemnified Party or a Seller Indemnified Party, as the case may be, making a claim for indemnification under Article 6.

(q) **"Indemnifying Party"** shall mean a Party against whom a claim for indemnification is asserted under Article 6.

(r) **"Knowledge"** shall mean, with respect to the Seller, the actual or constructive knowledge of all facts relevant to this transaction and the transacting parties, after due inquiry.

(s) **"Law"** shall mean any law, statute, ordinance, regulation, rule, code, notice requirement, court decision, or agency guideline, of any foreign, federal, state, or local Governmental Body.

(t) **"Liabilities"** shall mean any direct or indirect liability, Indebtedness, obligation, commitment, expense, claim, deficiency, guaranty, or endorsement of, or by, any Person of any type, known or unknown, and whether accrued, absolute, contingent, matured, unmatured, determined or undeterminable, on- or off-balance sheet, or other.

(u) **"Lien"** shall mean any mortgage, pledge, lien, charge, claim, security interest, adverse claims of ownership or use, restrictions on transfer, defect of title, or other encumbrance of any sort.

(v) **"Losses"** shall have the meaning set forth in Section 6.4.

(w) **"Notice of Claim"** shall have the meaning set forth in Section 6.6(c).

(x) **"Organizational Documents"** shall mean, with respect to a Person, the charter, bylaws, limited liability company agreement, and other organizational documents of such Person, in each case, as amended.

(y) **"Party"** or **"Parties"** shall have the meaning set forth in the preamble to this Agreement.

(z) **"Permitted Liens"** shall mean (i) Liens for Taxes not yet delinquent or being contested in good faith by appropriate proceedings, (ii) statutory Liens (including materialmen's, warehousemen's, mechanic's, repairmen's, landlord's, and other similar Liens) arising in the ordinary course of business securing payments not yet delinquent or being contested in good faith by appropriate proceedings, and (iii) restrictive covenants, easements, and defects, imperfections or irregularities of title, if any, of a nature that do not materially and adversely affect the assets or properties subject thereto.

(aa) **"Person"** shall mean any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, Governmental Body, or other entity.

- (bb) **"Purchase Price"** shall have the meaning set forth in Section 2.3.
- (cc) **"Purchased Accounts"** shall have the meaning set forth in the Recitals.
- (dd) **"Seller"** shall have the meaning set forth in the preamble to this Agreement.
- (ee) **"Seller Indemnified Parties"** shall have the meaning set forth in Section 6.5.

(ff) **"Tax" or "Taxes"** shall mean any U.S. federal, state, local or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, escheat, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

(gg) **"Tax Returns"** means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

(hh) **"Third Party" or "Third Parties"** shall mean any Person other than the Parties or their respective Affiliates.

- (ii) **"Third-party Claim"** shall have the meaning set forth in Section 6.6(a).

(jj) **"Transaction Agreements"** shall mean the Bill of Sale and Assignment and Assumption Agreement, and each other agreement, instrument, and/or certificate contemplated by this Agreement or such other agreements to be executed in connection with the transactions contemplated hereby or thereby.

- (kk) **"Upfront Cash Payment"** shall have the meaning set forth in Section 2.3.

- (ll) **"Wire Instructions"** shall have the meaning set forth in Section 2.3.

EXHIBIT B**FORM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”), is made by and between **Buyer**, and **Seller**. Each of the Seller and the Buyer are sometimes referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**.”

WHEREAS, the Buyer and the Seller have entered into that certain Accounts Receivable Purchase Agreement, of even date herewith (the “**Purchase Agreement**”), pursuant to which the Seller has agreed to sell, assign, transfer, and deliver to the Buyer, and the Buyer has agreed to purchase, acquire, and accept from the Seller, all right, title, and interest of the Seller in and to the Purchased Accounts, free and clear of any Liens.

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Purchase Agreement.
2. Sale of Purchased Accounts; Assignment. The Seller hereby sells, assigns, transfers, and delivers to the Buyer, and the Buyer hereby purchases, acquires, and accepts from the Seller, all right, title, and interest of the Seller in and to the Purchased Accounts, free and clear of any Liens.
3. Further Assurances. Each of the Parties agrees, from time to time, at the request of the any other Party, to execute and deliver such other instruments of conveyance, power of attorney, sale, transfer, or assignment and take such other actions as such other Party may reasonably request in order to more effectively consummate the transactions contemplated by this Agreement.
4. Terms of the Purchase Agreement. This Agreement is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Purchased Accounts are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

BUYER: The Litigation Practice Group P.C.

DocuSigned by:
By: Daniel S March
9D494DB1993341E...
Name: Daniel S. March
Title: Managing Shareholder

SELLER:

Debt Relief Group

DocuSigned by:
By: [Signature]
3E6DBB66C1774C9...
Name: William Burns
Title: CEO

Schedule 2.3
Wire Instructions

\$99,937.50

Account Holder Name: Debt Relief Group

Address: 1800 Old Okeechobee Rd Suite 200, West Palm Beach, FL 33409

Routing Number: [REDACTED]

Account Number: [REDACTED]

EXHIBIT “10”

ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

This ACCOUNTS RECEIVABLE PURCHASE AGREEMENT (this “**Agreement**”) is made as of March 14, 2023 (the “**Agreement Date**”), by and between The Litigation Practice Group PC (collectively the “**Buyer**”), and Debt Relief Group (the “**Seller**” or “**LPG**”, and together with the Buyer, the “**Parties**”), and The Litigation Practice Group PC (“**LPG**”).

RECITALS

WHEREAS, in the regular course of business, the Seller originates account receivables from **LPG** in connection with client on-boarding services provided by the Seller to LPG and its affiliates;

WHEREAS, the account receivables represent an obligation of various clients to pay Seller for services that Seller previously provided, but which LPG shall provide from the date of execution of this Agreement;

WHEREAS, the Seller desires to sell, assign, transfer, and deliver to the Buyer, and the Buyer desires to purchase, acquire, and accept from the Seller, certain of these account receivables (the “**Purchased Accounts**”).

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.1 Certain Definitions. Certain defined terms used in this Agreement are set forth on Exhibit A.

ARTICLE 2. ASSIGNMENT AND TRANSFER AND CONSIDERATION

Section 2.1 Assignment of the Purchased Accounts to the Buyer. Upon execution of this Agreement and subject to the terms and conditions set forth herein, the Seller shall sell, assign, transfer, and deliver, and the Buyer shall purchase, acquire, and accept from the Seller, all of the Seller’s right, title, and interest in and to the Purchased Accounts set forth on the spreadsheet attached to this Agreement, free and clear of any Liens. Other than the Purchased Accounts, the Buyer shall not purchase or acquire any other assets of the Seller (collectively, the “**Excluded Assets**”).

Section 2.2 No Assumption of Liabilities. The Buyer shall not assume any Liabilities of the Seller of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereinafter created (collectively, the “**Excluded Liabilities**”).

Section 2.3 Payment of Purchase Price. Buyer shall pay \$330,039.88 (total purchase price) for the Purchased Accounts (the “**Purchase Price**”) by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth in Schedule 2.3 (the “**Wire Instructions**”). The Purchased Accounts are set forth on the attached spreadsheet.

Section 2.4 Guarantee of LPG. If any file acquired by buyer shall fail to make a first payment, LPG will replace the file and bear any cost associated with such replacement. The replacement file shall yield no less than the receivable of the failed file. In addition, if any any calendar month a total of less than 80% of files make a cleared payment, LPG shall replace any non-performing files in such month so that the performance of the file

package as a whole equals 80%. This guarantee shall continue until the completion of the 24th month following execution of this agreement.

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Buyer, as of the Agreement Date and as of the Closing Date, or, if expressly made as of a specified date, as of such specified date, as follows:

Section 3.1 Organization; Good Standing. The Seller is a Limited Liability Company duly organized, validly existing, and in good standing under the Laws of the State of Delaware and is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership or operation of the Business requires such qualification, except where the failure to be so qualified would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, results of operations, financial condition, or assets of the Seller.

Section 3.2 Power and Authority. The Seller has all requisite right, power, and authority to execute, deliver, and perform this Agreement and the Transaction Agreements to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Agreements by the Seller, and the consummation by the Seller of the transactions contemplated hereby and thereby, have been duly approved by the Seller, and no further action is required on the part of the Seller to authorize this Agreement, any Transaction Agreement to which it is a party, or the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Agreements will be, duly and validly executed and delivered by the Seller and, assuming the due and valid authorization, execution, and delivery of this Agreement by the other Parties, and of each such Transaction Agreement by the other parties thereto, constitutes, or will constitute, a valid and binding obligation of the Seller, enforceable against it in accordance with its terms and conditions, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other Laws affecting enforcement of creditor's rights generally and except insofar as the availability of equitable remedies may be limited by applicable Law.

Section 3.3 Title to, and Sufficiency of, the Purchased Accounts. The Seller has and shall convey to the Buyer, at the Closing, good, valid, transferable, and marketable title to, or valid leasehold interests in, all of the Purchased Accounts, free and clear of all Liens.

Section 3.4 Consents. The Seller is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of, any Governmental Body or Third Party, including a party to any assigned contract, in connection with the execution, delivery, and performance by the Seller of this Agreement or any of the Transaction Agreements to which it is a party or the consummation of the transactions contemplated hereby and thereby.

Section 3.5 No Conflicts. The execution and delivery by the Seller of this Agreement and each of the Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, will not conflict with, result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to an additional payment obligation, a right of termination, cancellation, modification, or acceleration of any obligation, or loss of any benefit, under: (a) any provision of the Organizational Documents of the Seller; (b) any contract to which the Seller is party, including, without limitation, any assigned contract; or (c) any Law or order applicable to the Seller or any of the Purchased Accounts.

Section 3.6 Compliance with Laws. The Seller has materially complied, and is now materially complying, with all Laws applicable to the ownership and use of the Purchased Accounts.

Section 3.7 Legal Proceedings. There is no Action of any nature pending or, to the Knowledge of the Seller, threatened against or by the Seller: (a) relating to or affecting the Purchased Accounts or (b) that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement and the Transaction Agreements. No event has occurred or circumstance exists that may give rise to, or serve as a basis for, any such Action.

Section 3.8 Condition of Purchased Accounts. Each Purchased Account shall have received no less than one processed payment.

Section 3.9 Confidentiality. Seller agrees and acknowledges that all Purchased Accounts, the pricing, and all terms set forth in this Agreement are confidential (together, the “**Confidential Information**”). Seller will at all times keep the Confidential Information in confidence and trust. Seller will not, without the prior written consent of an authorized officer of Buyer, (A) copy, use or disclose any Confidential Information, (B) deliver or disclose any Confidential Information to any person or entity outside the Buyer, or (C) use the Confidential Information for Seller’s own use or use it to the detriment of Buyer. Notwithstanding the foregoing, Seller may, without consent, use the Confidential Information and disclose and deliver same to Seller’s employees or agents, if applicable, who have a need to know, provided such employees or agents have entered into written agreements approved by Buyer and containing provisions at least as restrictive as these provisions. Seller agrees that violation of this Section 3.9. The Parties agree that the disclosure of the Confidential Information in violation of this Agreement may cause the Buyer irreparable harm and that any breach or threatened breach by the Seller entitles Buyer to seek injunctive relief, in addition to any other legal or equitable remedies available to it, in any court of competent jurisdiction.

ARTICLE 4.

REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller, as of the Agreement Date and as of the Closing Date, or, if expressly made as of a specified date, as of such specified date, as follows:

Section 4.1 Organization; Good Standing. The Buyer is a limited liability company, duly organized, validly existing, and in good standing under the Laws of the State of Florida.

Section 4.2 Power and Authority. The Buyer has all requisite right, power, and authority to execute, deliver, and perform this Agreement and the Transaction Agreements to which it is a party, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Agreements by the Buyer, and the consummation by the Buyer of the transactions contemplated hereby and thereby, have been duly approved by the Buyer, and no further action is required on the part of the Buyer to authorize this Agreement, any Transaction Agreement to which it is a party, or the transactions contemplated hereby and thereby. This Agreement has been, and each of the Transaction Agreements will be, duly and validly executed and delivered by the Buyer and, assuming the due and valid authorization, execution, and delivery of this Agreement by the other Parties, and of each such Transaction Agreement by the other parties thereto, constitutes, or will constitute, a valid and binding obligation of the Buyer, enforceable against it in accordance with its terms and conditions, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Laws affecting enforcement of creditor’s rights generally and except insofar as the availability of equitable remedies may be limited by applicable Law.

Section 4.3 No Conflicts. The execution and delivery by the Buyer of this Agreement and each of the Transaction Agreements, and the consummation of the transactions contemplated hereby and thereby, will not conflict with, result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to an additional payment obligation, a right of termination, cancellation, modification, or acceleration of, any obligation, or loss of any benefit under: (a) any provision of the Buyer's Organizational Documents; (b) any contract to which the Buyer is party, other than the Buyer Representation Agreement; or (c) any Law applicable to the Buyer.

Section 4.4 Sufficient Funds. The Buyer has, and will have, sufficient funds available to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement and the Transaction Agreements.

ARTICLE 5. COVENANTS

Section 5.1 Appropriate Actions.

(a) General. Each of the Parties shall use commercially reasonable efforts to take all actions necessary to consummate the transactions contemplated by this Agreement as soon as reasonably practicable after the execution of this Agreement, including taking all actions necessary to comply promptly with all applicable Laws that may be imposed on it or any of its Affiliates with respect to the Closing.

ARTICLE 6. CLOSING

Section 6.1 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") will take place upon the execution and delivery of this Agreement or at such other time, date, and place as the Parties may agree in writing. The date on which the Closing occurs is hereinafter referred to as the "**Closing Date**." The Parties agree that the Closing may take place by the electronic exchange of executed counterpart documents and the electronic transfer of funds.

Section 6.2 Closing Deliverables of the Seller. At or prior to the Closing, Seller shall deliver to Buyer any of the following if requested by Buyer: (i) a bill of sale and assignment and assumption agreement substantially in the form attached hereto as **Exhibit B** (the "**Bill of Sale and Assignment and Assumption Agreement**"), duly executed by the Seller, effecting the transfer and assignment to, and assumption by, the Buyer of the Purchased Accounts; and (ii) such other customary instruments of transfer, assumption, filings, or documents, in form and substance reasonably satisfactory to the Buyer, as may be required to give effect to this Agreement.

Section 6.3 Closing Deliverables of the Buyer. At or prior to the Closing, the Seller shall have received the following: (i) the Upfront Cash Payment; and (ii) if requested pursuant to Section 6.2, the Bill of Sale and Assignment and Assumption Agreement, duly executed by the Buyer.

Section 6.4 Indemnification by the Seller. Subject to the limitations set forth in this Article 6, the Seller agrees to indemnify and hold harmless the Buyer, including its shareholders, members, directors, managers, officers, employees, Affiliates, and agents (each, a "**Buyer Indemnified Party**" and, collectively, the "**Buyer Indemnified Parties**"), against all claims, losses, Liabilities, damages, deficiencies, diminutions in value, costs, interest, awards, judgments, penalties, and expenses, including reasonable out-of-pocket attorneys' and consultants' fees and expenses and including any such reasonable expenses incurred in connection with investigating, defending against, or settling any of the foregoing (each, a "**Loss**" and, collectively, the "**Losses**") paid, suffered, incurred, sustained, or accrued by any Buyer Indemnified Party, directly or indirectly, as a result of,

arising out of, or in connection with: (a) any inaccuracy in, or breach of, any of the representations or warranties of the Seller contained in this Agreement, (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by the Seller pursuant to this Agreement, (c) any Excluded Asset or any Excluded Liability.

Section 6.5 Indemnification by the Buyer. Subject to the limitations set forth in this Article 6, the Buyer agrees to indemnify and hold harmless the Seller, including its Affiliates and agents (each, a “**Seller Indemnified Party**” and, collectively, the “**Seller Indemnified Parties**”), against all Losses paid, suffered, incurred, sustained, or accrued by any Seller Indemnified Party, directly or indirectly, as a result of, arising out of, or in connection with: (a) any inaccuracy in, or breach of, any of the representations or warranties of the Buyer contained in this Agreement; (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by the Buyer pursuant to this Agreement; (c) any event or occurrence related to the Purchased Accounts or Buyer occurring after the Closing; or (d) resulting from any omissions or misstatements made by Buyer to investors or potential investors.

Section 6.6 Indemnification Procedures.

(a) No Restraints. Promptly following receipt by an Indemnified Party of notice by a Third Party (including any Governmental Body) of any complaint, dispute, or claim or the commencement of any audit, investigation, Action or proceeding with respect to which such Indemnified Party may be entitled to indemnification pursuant hereto (a “**Third-party Claim**”), such Indemnified Party shall provide written notice thereof to the Indemnifying Party, provided, however, that the failure to so notify the Indemnifying Party shall relieve the Indemnifying Party from Liability hereunder with respect to such Third-party Claim only if, and only to the extent that, such failure to so notify the Indemnifying Party results in the forfeiture by the Indemnifying Party of rights and defenses otherwise available to the Indemnifying Party with respect to such Third-party Claim. The Indemnifying Party shall have the right, upon written notice delivered to the Indemnified Party within twenty days thereafter assuming full responsibility for any Losses resulting from such Third-party Claim, to assume the defense of such Third-party Claim, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the fees and disbursements of such counsel; provided, however, if the Indemnifying Party declines or fails to assume the defense of such Third-party Claim on the terms provided above or to employ counsel reasonably satisfactory to the Indemnified Party, in either case within such twenty day period, then any Losses shall include the reasonable fees and disbursements of counsel for the Indemnified Party as incurred. In any Third-party Claim for which indemnification is being sought hereunder the Indemnified Party or the Indemnifying Party, whichever is not assuming the defense of such Third-party Claim, shall have the right to participate in such matter and to retain its own counsel at such Party’s own expense. The Indemnifying Party or the Indemnified Party (as the case may be) shall at all times use reasonable efforts to keep the Indemnifying Party or Indemnified Party (as the case may be) reasonably apprised of the status of the defense of any matter, the defense of which it is maintaining, and to cooperate in good faith with each other with respect to the defense of any such matter.

(b) No Indemnified Party may settle or compromise any Third-party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder without the prior written consent of the Indemnifying Party (which may not be unreasonably withheld or delayed), unless (i) the Indemnifying Party fails to assume and maintain the defense of such Third-party Claim or (ii) such settlement, compromise, or consent includes an unconditional release of the Indemnifying Party and its officers, directors, employees and Affiliates from all Liability arising out of, or related to, such Third-party Claim. An Indemnifying Party may not, without the prior written consent of the Indemnified Party, settle or compromise any Third-party Claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder unless such settlement, compromise, or consent (A) includes an unconditional release of the Indemnified Party and its officers, directors, employees, and Affiliates from all Liability arising out of, or related to, such Third-party

Claim, (B) does not contain any admission or statement suggesting any wrongdoing or Liability on behalf of the Indemnified Party, and (C) does not contain any equitable order, judgment, or term that in any manner affects, restrains, or interferes with the business of the Indemnified Party or any of the Indemnified Party's Affiliates.

(c) If an Indemnified Party claims a right to payment pursuant hereto with respect to any matter not involving a Third-party Claim (a "**Direct Claim**"), such Indemnified Party shall send written notice of such claim to the appropriate Indemnifying Party (each, a "**Notice of Claim**"). Such Notice of Claim shall specify the basis for such Direct Claim. The failure by any Indemnified Party so to notify the Indemnifying Party shall not relieve the Indemnifying Party from any Liability that it may have to such Indemnified Party with respect to any Direct Claim made pursuant to this Section 6.6(c). If the Indemnifying Party does not notify the Indemnified Party within thirty days following its receipt of such Notice of Claim that the Indemnifying Party disputes its Liability to the Indemnified Party under this Article 6 or the amount thereof, the Direct Claim specified by the Indemnified Party in such Notice of Claim shall be conclusively deemed a Liability of the Indemnifying Party under this Article 6, and the Indemnifying Party shall pay the amount of such Liability to the Indemnified Party on demand or, in the case of any Notice of Claim in which the amount of the Direct Claim (or any portion of the Direct Claim) is estimated, on such later date when the amount of such Direct Claim (or such portion of such Direct Claim) becomes finally determined. In the event that the Indemnifying Party has timely disputed its Liability with respect to such Direct Claim as provided above, as promptly as possible, such Indemnified Party and the appropriate Indemnifying Party shall establish the merits and amount of such Direct Claim (by mutual agreement, litigation, arbitration or otherwise) and, within five business days following the final determination of the merits and amount of such Direct Claim, the Indemnifying Party shall pay to the Indemnified Party an amount equal to such Direct Claim as determined hereunder.

ARTICLE 7.

MISCELLANEOUS

Section 7.1 Entire Agreement; Amendment. This Agreement and the Transaction Agreements (including the exhibits hereto and thereto and the documents referred to therein) constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof. This Agreement may be amended with the written consent of each of the Parties or any successor thereto by execution of an instrument in writing.

Section 7.2 Waivers. The rights and remedies of the Parties to this Agreement are cumulative and not alternative. To the maximum extent permitted by applicable Law: (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Parties; (b) no waiver that may be given by a Party will be applicable except in the specific instance for what it is given; and (c) no notice to, or demand on, one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the Transaction Agreements.

Section 7.3 Notices. All notices and other communications required or permitted hereunder shall be made to the address of a Party listed on the signature page to this Agreement and shall be (a) in writing, (b) effective when given, and (c), in any event, deemed to be given upon receipt or, if earlier: (i) upon delivery, if delivered by hand; (ii) two business days after deposit with FedEx Express or similar recognized international overnight courier service, freight prepaid; or (iii) one business day after facsimile or electronic mail transmission. A Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties advance written notice pursuant to the provisions above.

Section 7.4 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties named herein and their respective successors and permitted assigns. Neither this Agreement nor any rights or obligations of a Party hereunder shall be assigned by a Party (unless to an Affiliate of such Party) without the prior written consent of the other Parties. This Agreement will be binding upon any permitted assignee of any Party. No assignment shall have the effect of relieving any Party to this Agreement of any of its obligations hereunder.

Section 7.5 Public Disclosure. Except as may be required by Law, the Seller shall not issue any statement or communication to any Third Party (other than its respective agents) regarding the subject matter of this Agreement or the transactions contemplated hereby, including, if applicable, the termination of this Agreement and the reasons therefor, without the prior written consent of the Buyer.

Section 7.6 Expenses and Fees. Whether or not the Closing occurs, all fees and expenses incurred in connection with this transactions contemplated by this Agreement, including all legal, accounting, financial advisory, consulting and all other fees and expenses of Third Parties incurred by a Party in connection with the negotiation and effectuation of the terms and conditions of this Agreement and the transactions contemplated hereby, shall be the obligation of the respective Party incurring such fees and expenses.

Section 7.7 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement was not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled hereunder, at Law or in equity.

Section 7.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 7.9 Governing Law. This Agreement shall, in all respects, be construed in accordance with, and governed by, the Laws of the State of California without regard to conflict of Laws principles.

Section 7.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Section 7.11 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

BUYER:


The Litigation Practice Group P.C.

DocuSigned by:

By: 9D494DB1993341E...
Name: Daniel S March
Title: Managing Shareholder

SELLER:

Debt Relief Group

DocuSigned by:

By: 3ECDD8C6C1774C8...
Name: William Burns
Title: CEO

APPROVAL OF ASSIGNMENT AND GUARANTEE

The assignment of the Purchased Accounts set forth in this Agreement as well as the guarantee included therein is hereby approved, and with respect to the Purchased Accounts, the Buyer shall have all rights of Buyer as set forth in this agreement.

The Litigation Practice Group P.C.

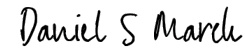
DocuSigned by:

By: 9D494DB1993341E...
Name: Daniel S. March
Title: Managing Shareholder

EXHIBIT A

DEFINITIONS

As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

- (a) **"Action"** shall mean any civil, criminal, or administrative action, claim, suit, demand, charge, citation, reexamination, opposition, interference, decree, injunction, mediation, hearing, notice of violation, demand letter, litigation, proceeding, labor dispute, arbitral action, governmental or other audit, inquiry, criminal prosecution, investigation, unfair labor practice charge, or complaint.
- (b) **"Agreement"** shall have the meaning set forth in the preamble to this Agreement.
- (c) **"Agreement Date"** shall have the meaning set forth in the preamble to this Agreement.
- (d) **"Affiliate"** shall mean (i) with respect to any non-natural Person, any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person and (ii), with respect to any individual, (A) family members of such individual, by blood, adoption, or marriage, (B) such individual's spouse or ex-spouse and (C) any Person that is directly or indirectly under the control of any of the foregoing individuals. For purposes of this definition, "control" (including with correlative meanings, the terms "controlling," "controlled by," and under "common control with") means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.
- (e) **"Bill of Sale and Assignment and Assumption Agreement"** shall have the meaning set forth in Section 6.2.
- (f) **"Business"** shall mean the business of the Seller as conducted on the Agreement Date.
- (g) **"Buyer"** shall have the meaning set forth in the preamble to this Agreement.
- (h) **"Buyer Indemnified Parties"** shall have the meaning set forth in Section 6.4.
- (i) **"Closing"** shall have the meaning set forth in Section 6.1.
- (j) **"Closing Date"** shall have the meaning set forth in Section 6.1.
- (k) **"Direct Claim"** shall have the meaning set forth in Section 6.6(c).
- (l) **"Excluded Assets"** shall have the meaning set forth in Section 2.1.
- (m) **"Excluded Liabilities"** shall have the meaning set forth in Section 2.2.
- (n) **"Governmental Body"** shall mean any: (i) nation, province, state, county, city, town, village, district, or other jurisdiction of any nature; (ii) federal, provincial, state, local, municipal, foreign, or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

(o) **"Indebtedness"** means, without duplication and with respect to the Seller, all: (i) indebtedness for borrowed money; (ii) obligations for the deferred purchase price of property or services; (iii) long or short-term obligations evidenced by notes, bonds, debentures or other similar instruments; (iv) obligations under any interest rate, currency swap, or other hedging agreement or arrangement; (v) capital lease obligations; (vi) reimbursement obligations under any letter of credit, banker's acceptance or similar credit transactions; (vii) guarantees made by the Seller on behalf of any third party in respect of obligations of the kind referred to in the foregoing clauses (i) through (vi); and (viii) any unpaid interest, prepayment penalties, premiums, costs and fees that would arise or become due as a result of the prepayment of any of the obligations referred to in the foregoing clauses (i) through (vii).

(p) **"Indemnified Party"** shall mean a Buyer Indemnified Party or a Seller Indemnified Party, as the case may be, making a claim for indemnification under Article 6.

(q) **"Indemnifying Party"** shall mean a Party against whom a claim for indemnification is asserted under Article 6.

(r) **"Knowledge"** shall mean, with respect to the Seller, the actual or constructive knowledge of all facts relevant to this transaction and the transacting parties, after due inquiry.

(s) **"Law"** shall mean any law, statute, ordinance, regulation, rule, code, notice requirement, court decision, or agency guideline, of any foreign, federal, state, or local Governmental Body.

(t) **"Liabilities"** shall mean any direct or indirect liability, Indebtedness, obligation, commitment, expense, claim, deficiency, guaranty, or endorsement of, or by, any Person of any type, known or unknown, and whether accrued, absolute, contingent, matured, unmatured, determined or undeterminable, on- or off-balance sheet, or other.

(u) **"Lien"** shall mean any mortgage, pledge, lien, charge, claim, security interest, adverse claims of ownership or use, restrictions on transfer, defect of title, or other encumbrance of any sort.

(v) **"Losses"** shall have the meaning set forth in Section 6.4.

(w) **"Notice of Claim"** shall have the meaning set forth in Section 6.6(c).

(x) **"Organizational Documents"** shall mean, with respect to a Person, the charter, bylaws, limited liability company agreement, and other organizational documents of such Person, in each case, as amended.

(y) **"Party"** or **"Parties"** shall have the meaning set forth in the preamble to this Agreement.

(z) **"Permitted Liens"** shall mean (i) Liens for Taxes not yet delinquent or being contested in good faith by appropriate proceedings, (ii) statutory Liens (including materialmen's, warehousemen's, mechanic's, repairmen's, landlord's, and other similar Liens) arising in the ordinary course of business securing payments not yet delinquent or being contested in good faith by appropriate proceedings, and (iii) restrictive covenants, easements, and defects, imperfections or irregularities of title, if any, of a nature that do not materially and adversely affect the assets or properties subject thereto.

(aa) **"Person"** shall mean any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, Governmental Body, or other entity.

(bb) **"Purchase Price"** shall have the meaning set forth in Section 2.3.

(cc) **"Purchased Accounts"** shall have the meaning set forth in the Recitals.

(dd) **"Seller"** shall have the meaning set forth in the preamble to this Agreement.

(ee) **"Seller Indemnified Parties"** shall have the meaning set forth in Section 6.5.

(ff) **"Tax" or "Taxes"** shall mean any U.S. federal, state, local or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, escheat, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

(gg) **"Tax Returns"** means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

(hh) **"Third Party" or "Third Parties"** shall mean any Person other than the Parties or their respective Affiliates.

(ii) **"Third-party Claim"** shall have the meaning set forth in Section 6.6(a).

(jj) **"Transaction Agreements"** shall mean the Bill of Sale and Assignment and Assumption Agreement, and each other agreement, instrument, and/or certificate contemplated by this Agreement or such other agreements to be executed in connection with the transactions contemplated hereby or thereby.

(kk) **"Upfront Cash Payment"** shall have the meaning set forth in Section 2.3.

(ll) **"Wire Instructions"** shall have the meaning set forth in Section 2.3.

EXHIBIT B**FORM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”), is made by and between **Buyer**, and **Seller**. Each of the Seller and the Buyer are sometimes referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**.”

WHEREAS, the Buyer and the Seller have entered into that certain Accounts Receivable Purchase Agreement, of even date herewith (the “**Purchase Agreement**”), pursuant to which the Seller has agreed to sell, assign, transfer, and deliver to the Buyer, and the Buyer has agreed to purchase, acquire, and accept from the Seller, all right, title, and interest of the Seller in and to the Purchased Accounts, free and clear of any Liens.

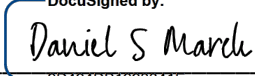
NOW, THEREFORE, in consideration of the covenants and representations set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Defined Terms.** Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Purchase Agreement.
2. **Sale of Purchased Accounts; Assignment.** The Seller hereby sells, assigns, transfers, and delivers to the Buyer, and the Buyer hereby purchases, acquires, and accepts from the Seller, all right, title, and interest of the Seller in and to the Purchased Accounts, free and clear of any Liens.
3. **Further Assurances.** Each of the Parties agrees, from time to time, at the request of the any other Party, to execute and deliver such other instruments of conveyance, power of attorney, sale, transfer, or assignment and take such other actions as such other Party may reasonably request in order to more effectively consummate the transactions contemplated by this Agreement.
4. **Terms of the Purchase Agreement.** This Agreement is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Purchased Accounts are incorporated herein by this reference. The Parties acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of page intentionally left blank.]


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

BUYER: The Litigation Practice Group P.C.

By: 
Name: Daniel S. March
Title: Managing Shareholder

SELLER:

Debt Relief Group

By: 
Name: William Burns
Title: CEO

Schedule 2.3
Wire Instructions

\$330,039.88

Account Holder Name: Debt Relief Group

Address: 1800 Old Okeechobee Rd Suite 200, West Palm Beach, FL 33409

Routing Number: [REDACTED]

Account Number: [REDACTED]

ProfileId	Name	Marketing Agent	Marketing Company	ProcessedDate
696638270			Debt Relief Group LLC	2/10/2023
697358609			Debt Relief Group LLC	2/2/2023
699633386			Debt Relief Group LLC	2/3/2023
699668276			Debt Relief Group LLC	2/3/2023
699740093			Debt Relief Group LLC	2/3/2023
699750431			Debt Relief Group LLC	2/3/2023
699803399			Debt Relief Group LLC	2/3/2023
699817115			Debt Relief Group LLC	2/6/2023
699906386			Debt Relief Group LLC	2/3/2023
700383182			Debt Relief Group LLC	2/10/2023
700432319			Debt Relief Group LLC	2/3/2023
700454504			Debt Relief Group LLC	2/6/2023
700496570			Debt Relief Group LLC	2/10/2023
700533011			Debt Relief Group LLC	2/10/2023
700539998			Debt Relief Group LLC	2/3/2023
700617695			Debt Relief Group LLC	2/3/2023
700619504			Debt Relief Group LLC	2/10/2023
700620587			Debt Relief Group LLC	2/3/2023
700621928			Debt Relief Group LLC	2/10/2023
700628507			Debt Relief Group LLC	2/8/2023
700668221			Debt Relief Group LLC	2/3/2023
700684760			Debt Relief Group LLC	2/10/2023
700693838			Debt Relief Group LLC	2/6/2023
700734956			Debt Relief Group LLC	2/3/2023
700740179			Debt Relief Group LLC	2/10/2023
700744367			Debt Relief Group LLC	2/3/2023
702416072			Debt Relief Group LLC	2/10/2023
702418406			Debt Relief Group LLC	2/8/2023
702418922			Debt Relief Group LLC	2/3/2023
702451820			Debt Relief Group LLC	2/3/2023
702489926			Debt Relief Group LLC	2/7/2023
702541640			Debt Relief Group LLC	2/3/2023
703089770			Debt Relief Group LLC	2/3/2023
703098767			Debt Relief Group LLC	2/10/2023
703109384			Debt Relief Group LLC	2/3/2023
703141697			Debt Relief Group LLC	2/3/2023
703157027			Debt Relief Group LLC	2/3/2023
703168199			Debt Relief Group LLC	2/6/2023
703184123			Debt Relief Group LLC	2/3/2023
703188344			Debt Relief Group LLC	2/6/2023
703195982			Debt Relief Group LLC	2/6/2023
703201100			Debt Relief Group LLC	2/10/2023
703208027			Debt Relief Group LLC	2/3/2023
704127389			Debt Relief Group LLC	2/10/2023
704149472			Debt Relief Group LLC	2/6/2023
705707282			Debt Relief Group LLC	2/6/2023

705729185	Debt Relief Group LLC	2/3/2023
705742229	Debt Relief Group LLC	2/3/2023
705746174	Debt Relief Group LLC	2/6/2023
705819710	Debt Relief Group LLC	2/24/2023
705831773	Debt Relief Group LLC	2/3/2023
705910322	Debt Relief Group LLC	2/7/2023
705970487	Debt Relief Group LLC	2/10/2023
705977948	Debt Relief Group LLC	2/6/2023
706900973	Debt Relief Group LLC	2/10/2023
707652794	Debt Relief Group LLC	2/10/2023
707827070	Debt Relief Group LLC	2/10/2023
707873795	Debt Relief Group LLC	2/8/2023
709241861	Debt Relief Group LLC	2/10/2023
709264619	Debt Relief Group LLC	2/15/2023
709287860	Debt Relief Group LLC	2/15/2023
709826933	Debt Relief Group LLC	2/28/2023
709886498	Debt Relief Group LLC	2/24/2023
709915439	Debt Relief Group LLC	2/24/2023
709962002	Debt Relief Group LLC	2/24/2023
709999955	Debt Relief Group LLC	2/17/2023
710039426	Debt Relief Group LLC	2/10/2023
710416877	Debt Relief Group LLC	2/10/2023
710454611	Debt Relief Group LLC	2/15/2023
710463260	Debt Relief Group LLC	2/21/2023
710475176	Debt Relief Group LLC	2/28/2023
710477438	Debt Relief Group LLC	2/24/2023
710515790	Debt Relief Group LLC	2/24/2023
710516531	Debt Relief Group LLC	2/24/2023
714462080	Debt Relief Group LLC	2/17/2023
643623071	Debt Relief Group LLC	1/23/2023
646060295	Debt Relief Group LLC	1/30/2023
646165121	Debt Relief Group LLC	1/30/2023
652887050	Debt Relief Group LLC	1/30/2023
653765057	Debt Relief Group LLC	1/30/2023
654315161	Debt Relief Group LLC	2/1/2023
656367929	Debt Relief Group LLC	2/6/2023
656416058	Debt Relief Group LLC	2/2/2023
657432977	Debt Relief Group LLC	2/3/2023
658915481	Debt Relief Group LLC	2/2/2023
659004338	Debt Relief Group LLC	1/30/2023
659017391	Debt Relief Group LLC	1/30/2023
659137595	Debt Relief Group LLC	1/30/2023
659214965	Debt Relief Group LLC	2/3/2023
659772557	Debt Relief Group LLC	1/31/2023
661655735	Debt Relief Group LLC	2/3/2023
661962614	Debt Relief Group LLC	2/1/2023
663754385	Debt Relief Group LLC	2/6/2023

665521112	Debt Relief Group LLC	1/20/2023
665901284	Debt Relief Group LLC	2/6/2023
666191171	Debt Relief Group LLC	1/30/2023
667694372	Debt Relief Group LLC	2/17/2023
672068414	Debt Relief Group LLC	1/27/2023
672245903	Debt Relief Group LLC	2/6/2023
673973306	Debt Relief Group LLC	1/31/2023
675800888	Debt Relief Group LLC	1/30/2023
677262725	Debt Relief Group LLC	2/17/2023
681481451	Debt Relief Group LLC	1/27/2023
681908957	Debt Relief Group LLC	2/6/2023
683812250	Debt Relief Group LLC	1/30/2023
683831297	Debt Relief Group LLC	1/27/2023
683977595	Debt Relief Group LLC	1/27/2023
684027593	Debt Relief Group LLC	2/3/2023
684095627	Debt Relief Group LLC	2/1/2023
686230976	Debt Relief Group LLC	1/30/2023
686479319	Debt Relief Group LLC	2/3/2023
686638226	Debt Relief Group LLC	1/27/2023
686956394	Debt Relief Group LLC	2/3/2023
687060155	Debt Relief Group LLC	2/6/2023
687314570	Debt Relief Group LLC	2/3/2023
687361664	Debt Relief Group LLC	1/27/2023
689862962	Debt Relief Group LLC	1/30/2023
690074852	Debt Relief Group LLC	1/27/2023
690593879	Debt Relief Group LLC	2/6/2023
690615287	Debt Relief Group LLC	2/3/2023
691688366	Debt Relief Group LLC	2/6/2023
692960204	Debt Relief Group LLC	1/30/2023
693347213	Debt Relief Group LLC	1/30/2023
693351656	Debt Relief Group LLC	1/27/2023
693358022	Debt Relief Group LLC	2/6/2023
693445991	Debt Relief Group LLC	2/3/2023
693455345	Debt Relief Group LLC	2/2/2023
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693764771	Debt Relief Group LLC	1/27/2023
693872762	Debt Relief Group LLC	2/28/2023
693937667	Debt Relief Group LLC	2/17/2023
693939302	Debt Relief Group LLC	2/1/2023
693967481	Debt Relief Group LLC	2/3/2023
694126976	Debt Relief Group LLC	2/3/2023
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694655984	Debt Relief Group LLC	2/3/2023
695171810	Debt Relief Group LLC	2/3/2023
695222807	Debt Relief Group LLC	2/3/2023
696322373	Debt Relief Group LLC	2/1/2023
696417461	Debt Relief Group LLC	2/1/2023

696728855	Debt Relief Group LLC	2/2/2023
697258469	Debt Relief Group LLC	2/6/2023
699637349	Debt Relief Group LLC	2/7/2023
699683879	Debt Relief Group LLC	1/31/2023
699693353	Debt Relief Group LLC	2/14/2023
699845762	Debt Relief Group LLC	2/6/2023
700532081	Debt Relief Group LLC	2/28/2023
700549286	Debt Relief Group LLC	2/16/2023
700620452	Debt Relief Group LLC	2/3/2023
700655399	Debt Relief Group LLC	2/3/2023
700693712	Debt Relief Group LLC	2/3/2023
700747133	Debt Relief Group LLC	1/31/2023
700758821	Debt Relief Group LLC	2/3/2023
702409091	Debt Relief Group LLC	2/17/2023
702450215	Debt Relief Group LLC	2/6/2023
707757527	Debt Relief Group LLC	2/24/2023
708936866	Debt Relief Group LLC	2/28/2023
709104728	Debt Relief Group LLC	2/27/2023
710464610	Debt Relief Group LLC	2/13/2023
710485532	Debt Relief Group LLC	2/17/2023
710528396	Debt Relief Group LLC	2/13/2023
711966653	Debt Relief Group LLC	2/15/2023
711972527	Debt Relief Group LLC	2/24/2023
711973490	Debt Relief Group LLC	2/15/2023
712079714	Debt Relief Group LLC	2/23/2023
712160270	Debt Relief Group LLC	2/17/2023
712172990	Debt Relief Group LLC	2/17/2023
712174961	Debt Relief Group LLC	2/28/2023
712290644	Debt Relief Group LLC	2/27/2023
712412918	Debt Relief Group LLC	2/24/2023
712691021	Debt Relief Group LLC	2/15/2023
712926119	Debt Relief Group LLC	2/22/2023
713144237	Debt Relief Group LLC	2/15/2023
713154341	Debt Relief Group LLC	2/28/2023
713194673	Debt Relief Group LLC	2/21/2023
713234003	Debt Relief Group LLC	2/17/2023
713253401	Debt Relief Group LLC	2/17/2023
713320349	Debt Relief Group LLC	2/27/2023
713335904	Debt Relief Group LLC	2/24/2023
713371730	Debt Relief Group LLC	2/16/2023
713375036	Debt Relief Group LLC	2/16/2023
713507618	Debt Relief Group LLC	2/16/2023
713546510	Debt Relief Group LLC	2/22/2023
713554115	Debt Relief Group LLC	2/22/2023
713575715	Debt Relief Group LLC	2/28/2023
713613110	Debt Relief Group LLC	2/16/2023
714485195	Debt Relief Group LLC	2/22/2023

71456964		Debt Relief Group LLC	2/27/2023
71458316		Debt Relief Group LLC	2/22/2023
71463089		Debt Relief Group LLC	2/22/2023
71516871		Debt Relief Group LLC	2/27/2023
71578939		Debt Relief Group LLC	2/24/2023
71664187		Debt Relief Group LLC	2/23/2023
71669441		Debt Relief Group LLC	2/21/2023

PaymentAmount	PaymentStatus	ClearedDate	Debt
\$ 250.71	cleared	2/10/2023	\$ 6,944.80
\$ 281.48	cleared	2/2/2023	\$ 13,639.00
\$ 259.98	cleared	2/3/2023	\$ 12,270.00
\$ 287.03	cleared	2/3/2023	\$ 11,043.00
\$ 251.53	cleared	2/3/2023	\$ 6,494.52
\$ 264.92	cleared	2/3/2023	\$ 8,090.00
\$ 253.91	cleared	2/3/2023	\$ 7,089.00
\$ 259.85	cleared	2/10/2023	\$ 14,712.00
\$ 329.98	cleared	2/3/2023	\$ 23,360.00
\$ 498.42	cleared	2/10/2023	\$ 45,947.00
\$ 253.55	cleared	2/3/2023	\$ 7,544.00
\$ 251.37	cleared	2/6/2023	\$ 11,956.00
\$ 286.51	cleared	2/10/2023	\$ 21,729.00
\$ 251.83	cleared	2/10/2023	\$ 11,547.98
\$ 290.01	cleared	2/3/2023	\$ 16,134.24
\$ 150.00	cleared	2/3/2023	\$ 8,769.00
\$ 355.29	cleared	2/10/2023	\$ 17,754.00
\$ 320.22	cleared	2/3/2023	\$ 15,349.00
\$ 253.02	cleared	2/10/2023	\$ 6,340.00
\$ 262.26	cleared	2/8/2023	\$ 9,005.00
\$ 255.81	cleared	2/3/2023	\$ 8,199.00
\$ 253.94	cleared	2/10/2023	\$ 16,993.00
\$ 265.31	cleared	2/6/2023	\$ 24,814.00
\$ 317.38	cleared	2/3/2023	\$ 15,154.00
\$ 251.81	cleared	2/10/2023	\$ 6,145.00
\$ 257.68	cleared	2/3/2023	\$ 18,434.00
\$ 253.01	cleared	2/10/2023	\$ 9,398.00
\$ 252.78	cleared	2/8/2023	\$ 12,065.00
\$ 291.94	cleared	2/3/2023	\$ 26,820.00
\$ 251.71	cleared	2/3/2023	\$ 11,539.00
\$ 252.67	cleared	2/7/2023	\$ 8,723.00
\$ 250.79	cleared	2/3/2023	\$ 9,502.00
\$ 262.02	cleared	2/3/2023	\$ 17,510.00
\$ 472.63	cleared	2/10/2023	\$ 25,800.00
\$ 252.95	cleared	2/3/2023	\$ 7,995.00
\$ 253.60	cleared	2/3/2023	\$ 8,775.00
\$ 253.86	cleared	2/3/2023	\$ 6,226.00
\$ 252.45	cleared	2/6/2023	\$ 14,269.00
\$ 254.37	cleared	2/3/2023	\$ 6,771.00
\$ 318.95	cleared	2/10/2023	\$ 15,262.00
\$ 252.13	cleared	2/6/2023	\$ 10,383.00
\$ 251.36	cleared	2/10/2023	\$ 7,591.00
\$ 265.42	cleared	2/3/2023	\$ 11,591.00
\$ 250.71	cleared	2/10/2023	\$ 12,861.00
\$ 240.14	cleared	2/6/2023	\$ 6,660.00
\$ 265.30	cleared	2/6/2023	\$ 13,031.00

\$	255.74	cleared	2/3/2023		\$	18,212.00
\$	253.46	cleared	2/3/2023		\$	8,976.00
\$	247.19	cleared	2/6/2023		\$	7,239.00
\$	301.75	cleared	2/24/2023		\$	43,105.00
\$	257.88	cleared	2/3/2023		\$	7,752.00
\$	252.69	cleared	2/7/2023		\$	10,139.00
\$	250.81	cleared	2/10/2023		\$	7,513.00
\$	363.84	cleared	2/6/2023		\$	30,567.00
\$	276.12	cleared	2/10/2023		\$	20,542.07
\$	307.57	cleared	2/10/2023		\$	19,912.00
\$	291.06	cleared	2/10/2023		\$	22,249.00
\$	307.94	cleared	2/8/2023		\$	33,850.00
\$	268.99	cleared	2/10/2023		\$	11,836.00
\$	252.91	cleared	2/15/2023		\$	8,461.19
\$	251.96	cleared	2/15/2023		\$	17,287.00
\$	288.12	cleared	2/28/2023		\$	12,110.00
\$	252.97	cleared	2/24/2023		\$	9,636.00
\$	302.43	cleared	2/24/2023		\$	21,194.00
\$	253.58	cleared	2/24/2023		\$	6,737.00
\$	253.73	cleared	2/17/2023		\$	13,937.00
\$	283.17	cleared	2/10/2023		\$	8,966.00
\$	271.93	cleared	2/10/2023		\$	18,057.00
\$	252.18	cleared	2/15/2023		\$	8,272.00
\$	252.37	cleared	2/21/2023		\$	11,266.00
\$	253.46	cleared	2/28/2023		\$	8,568.00
\$	265.82	cleared	2/24/2023		\$	24,900.00
\$	255.76	cleared	2/24/2023		\$	8,138.70
\$	253.83	cleared	2/24/2023		\$	16,195.00
\$	276.20	cleared	2/17/2023		\$	20,551.00
\$	275.96	cleared	2/1/2023		\$	8,620.00
\$	254.90	cleared	2/8/2023		\$	9,511.00
\$	250.35	cleared	2/8/2023		\$	13,818.00
\$	255.53	cleared	2/8/2023		\$	12,732.00
\$	284.70	cleared	2/8/2023		\$	16,949.00
\$	248.15	cleared	2/10/2023		\$	7,285.00
\$	266.13	cleared	2/10/2023		\$	11,640.00
\$	258.02	cleared	2/13/2023		\$	11,084.00
\$	251.75	cleared	2/14/2023		\$	9,095.00
\$	253.36	cleared	2/13/2023		\$	11,213.00
\$	252.10	cleared	2/8/2023		\$	9,835.00
\$	251.57	cleared	2/8/2023		\$	13,967.00
\$	359.12	cleared	2/8/2023		\$	27,170.00
\$	460.50	cleared	2/14/2023		\$	13,486.00
\$	275.65	cleared	2/9/2023		\$	20,488.00
\$	252.20	cleared	2/14/2023		\$	9,121.00
\$	250.99	cleared	2/10/2023		\$	16,344.00
\$	492.06	cleared	2/10/2023		\$	17,627.00

\$	262.87	cleared	2/3/2023		\$	11,892.00
\$	252.29	cleared	2/10/2023		\$	6,845.00
\$	251.59	cleared	2/3/2023		\$	6,814.00
\$	154.30	cleared	2/17/2023		\$	21,986.00
\$	252.30	cleared	2/7/2023		\$	8,135.00
\$	250.67	cleared	2/10/2023		\$	7,329.00
\$	249.15	cleared	2/9/2023		\$	7,333.00
\$	274.29	cleared	2/3/2023		\$	18,299.00
\$	275.90	cleared	2/17/2023		\$	6,911.00
\$	297.35	cleared	2/2/2023		\$	17,797.00
\$	254.07	cleared	2/10/2023		\$	9,011.00
\$	251.36	cleared	2/3/2023		\$	9,299.00
\$	251.80	cleared	2/2/2023		\$	8,881.00
\$	250.49	cleared	2/2/2023		\$	12,769.00
\$	289.75	cleared	2/9/2023		\$	18,232.00
\$	248.13	cleared	2/7/2023		\$	9,471.00
\$	282.67	cleared	2/3/2023		\$	12,774.11
\$	252.18	cleared	2/9/2023		\$	12,464.00
\$	349.81	cleared	2/2/2023		\$	17,378.00
\$	251.03	cleared	2/9/2023		\$	12,814.00
\$	570.28	cleared	2/10/2023		\$	30,939.00
\$	253.07	cleared	2/9/2023		\$	6,410.00
\$	609.58	cleared	2/2/2023		\$	35,191.00
\$	309.07	cleared	2/3/2023		\$	27,302.00
\$	455.23	cleared	2/2/2023		\$	41,011.00
\$	304.83	cleared	2/10/2023		\$	21,441.00
\$	256.38	cleared	2/9/2023		\$	8,000.00
\$	254.53	cleared	2/10/2023		\$	8,110.00
\$	252.84	cleared	2/3/2023		\$	12,517.00
\$	297.01	cleared	2/3/2023		\$	9,630.00
\$	275.07	cleared	2/2/2023		\$	15,316.00
\$	252.76	cleared	2/10/2023		\$	8,965.00
\$	435.82	cleared	2/9/2023		\$	23,276.00
\$	347.79	cleared	2/8/2023		\$	28,732.00
\$	344.23	cleared	2/7/2023		\$	28,326.00
\$	257.66	cleared	2/2/2023		\$	12,902.00
\$	378.44	cleared	2/28/2023		\$	39,785.00
\$	280.03	cleared	2/17/2023		\$	20,989.00
\$	529.46	cleared	2/7/2023		\$	32,172.00
\$	270.33	cleared	2/9/2023		\$	17,892.00
\$	253.36	cleared	2/9/2023		\$	7,064.00
\$	251.36	cleared	2/9/2023		\$	15,498.00
\$	254.82	cleared	2/9/2023		\$	23,025.00
\$	253.26	cleared	2/9/2023		\$	6,350.00
\$	321.83	cleared	2/9/2023		\$	14,667.00
\$	252.10	cleared	2/7/2023		\$	9,835.00
\$	254.14	cleared	2/7/2023		\$	10,517.00

\$	253.12	cleared	2/8/2023	\$	8,748.00
\$	271.77	cleared	2/10/2023	\$	9,151.00
\$	257.61	cleared	2/13/2023	\$	12,898.47
\$	290.13	cleared	2/6/2023	\$	19,929.00
\$	252.95	cleared	2/14/2023	\$	10,156.00
\$	251.74	cleared	2/10/2023	\$	10,357.00
\$	255.58	cleared	2/28/2023	\$	20,547.00
\$	259.24	cleared	2/16/2023	\$	6,125.00
\$	690.36	cleared	2/9/2023	\$	61,095.00
\$	393.00	cleared	2/9/2023	\$	33,899.00
\$	446.38	cleared	2/9/2023	\$	30,000.00
\$	278.73	cleared	2/6/2023	\$	12,504.00
\$	251.32	cleared	2/9/2023	\$	7,437.00
\$	251.25	cleared	2/17/2023	\$	14,901.33
\$	268.36	cleared	2/10/2023	\$	11,465.00
\$	436.79	cleared	2/24/2023	\$	27,601.00
\$	146.47	cleared	2/28/2023	\$	14,493.00
\$	281.88	cleared	2/27/2023	\$	21,200.00
\$	399.75	cleared	2/17/2023	\$	34,671.00
\$	377.60	cleared	2/24/2023	\$	28,925.00
\$	252.34	cleared	2/17/2023	\$	7,018.00
\$	260.93	cleared	2/15/2023	\$	12,341.00
\$	326.92	cleared	2/24/2023	\$	23,713.00
\$	251.04	cleared	2/15/2023	\$	7,733.00
\$	299.99	cleared	2/23/2023	\$	18,325.00
\$	254.57	cleared	2/24/2023	\$	8,437.00
\$	268.51	cleared	2/24/2023	\$	17,705.00
\$	268.90	cleared	2/28/2023	\$	11,830.00
\$	388.92	cleared	2/27/2023	\$	33,433.00
\$	328.40	cleared	2/24/2023	\$	8,523.00
\$	253.46	cleared	2/15/2023	\$	8,976.00
\$	250.67	cleared	2/28/2023	\$	15,000.00
\$	253.12	cleared	2/15/2023	\$	11,064.00
\$	251.52	cleared	2/28/2023	\$	8,094.00
\$	252.21	cleared	2/21/2023	\$	12,021.00
\$	317.76	cleared	2/17/2023	\$	30,808.00
\$	254.25	cleared	2/17/2023	\$	22,895.00
\$	252.80	cleared	2/27/2023	\$	16,536.00
\$	253.26	cleared	2/24/2023	\$	21,679.00
\$	252.89	cleared	2/16/2023	\$	10,434.00
\$	251.97	cleared	2/16/2023	\$	7,001.49
\$	251.50	cleared	2/23/2023	\$	8,461.00
\$	329.46	cleared	2/22/2023	\$	20,977.00
\$	273.98	cleared	2/28/2023	\$	8,525.00
\$	251.04	cleared	2/28/2023	\$	7,733.00
\$	262.20	cleared	2/16/2023	\$	12,792.00
\$	258.57	cleared	2/28/2023	\$	13,902.00

\$	282.66	cleared	2/27/2023		\$	9,314.00
\$	255.56	cleared	2/28/2023		\$	10,915.00
\$	277.48	cleared	2/28/2023		\$	12,418.00
\$	258.74	cleared	2/27/2023		\$	13,916.46
\$	256.98	cleared	2/24/2023		\$	16,060.00
\$	302.08	cleared	2/23/2023		\$	23,508.00
\$	301.40	cleared	2/21/2023		\$	21,088.00
					\$	2,945,956.36
				7.50%		330,039.88

EXHIBIT “11”

Legal Counsel.

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September 15, 2023

**CONFIDENTIAL SETTLEMENT COMMUNICATION
SUBJECT TO FEDERAL RULE OF EVIDENCE 408**

Debt Relief Group LLC
1800 Old Okeechobee Rd, Suite 200
West Palm Beach, FL 33409
jritter@debtrg.com
JWhite@wrslawyers.com
jlee@wrslawyers.com

Re: In re: The Litigation Practice Group, P.C.
U.S. Bankruptcy Court, Central District of California, Case No. 8:23-bk-10571

Dear Sir/Madam:

This firm represents Richard A. Marshack, solely in his capacity as Chapter 11 Trustee ("Trustee") for the bankruptcy estate of The Litigation Practice Group, P.C. ("Debtor") in the above-referenced bankruptcy case. Pursuant to 11 U.S.C. § 1107 and his appointment as Trustee, the Trustee has the obligation to investigate and pursue claims, including avoidance actions.

After a review of the Debtor's books and records, the Trustee believes that he may have claims against you to avoid and recover certain payments. This letter is written in an attempt to settle such claims, and its contents may not be used for any other purpose.

Section 547 of the Bankruptcy Code permits a trustee or debtor-in-possession to avoid certain payments made to creditors within the 90-day period preceding the filing of a bankruptcy case. We have completed our preliminary investigation and have identified certain transfers from the Debtor(s) to you within the 90-day period prior to March 20, 2023, the date upon which the Debtor filed its bankruptcy case. These transfers are listed on the attached "Preference Transfer Schedule" showing the date and amount, according to the Debtor's books and records, of each transfer or other payment. The payments referenced on the "Preference Transfer Schedule" total \$383,148.73. It appears that these transfers are preferential transfers which can be avoided by the Trustee and recovered from you pursuant to 11 U.S.C. §§ 547(b) and 550(a). This means that the Trustee can file suit in the bankruptcy court to recover these sums and object to payment of any claims you have against the Debtor until the suit is resolved.

Additionally, if you have filed a proof of claim against the Debtor, that claim may be disallowed pursuant to Section 502(d) of the Bankruptcy Code for failure to return an avoidable

transfer. This means that if the preference claims against you are not resolved, then you may not receive a distribution from the Debtor's bankruptcy estate. The Trustee reserves the right to object to any proof of claim that you have filed or may file in the debtors' bankruptcy cases.

If the payment proposal above is acceptable, please sign the original of this letter where indicated and return it with the appropriate payment no later than September 27, 2023. Please make payment to the order of Richard A. Marshack, Chapter 11 Trustee. All funds sent will be held in the Trustee's account for this case pending further orders of the Bankruptcy Court.

In the alternative, if you believe a valid defense to recovery exists for some or all of the transfers from the Debtor, please bring such defenses to our attention and we will assess any evidence you provide in support of a defense. We have made efforts to analyze your reasonably known affirmative defenses to the avoidance of the preference payments. Based on our currently available information and given the nature of your relationship with the Debtor, we do not believe there are any potential defenses to reduce your liability for the preference payments. There may be information or facts that we do not have to assess your potential defenses. If you intend to assert a defense, please provide all documents evidencing any alleged defenses under 11 U.S.C. § 547(c), including, but not limited to, contracts, invoices and any other documentation showing the date, terms and amounts for the transfers received and any documents evidencing shipment dates as to goods and services provided by you to the Debtors. To properly assert a defense, such information must show the date of receipt of the Debtors' payment and the amount, deposit date, and any proof of deposit for any or all of the transfers. In addition, if you assert an ordinary course of business defense, please provide the previous information for the one year period immediately preceding March of 2023, or for the period that you actually did business with the Debtor, if less than one year. Please make arrangements to provide any evidence in support of a defense to us as soon as possible.

If we have not received any reply to this letter by September 28, 2023, we will proceed to pursue recovery of the preferential transfers by filing suit against you in the bankruptcy court. The Trustee also reserves all rights to bring additional claims against you as the investigation into your relationship with the Debtor continues and/or after discovery begins once a suit is filed.

Of course, we would be happy to discuss this matter with you or your counsel.

Very truly yours,

DINSMORE & SHOHL LLP


Tyler Powell, Partner of Counsel

The payment proposal set forth above is understood, acknowledged and voluntarily agreed to. In exchange for a waiver and release from all claims that could be asserted by the Trustee of The Litigation Practice Group, P.C. pursuant to 11 U.S.C. §§ 547 and 550, I am authorized to accept this proposal on behalf of Point Break Holdings, LLC. The sum of \$_____ is enclosed. I understand I may amend my claim to include the amount paid as part of my unsecured claim.

BY: _____

TITLE: _____

DATE: _____

Enclosure

The Litigation Practice Group, P.C. Preference Transfer Schedule

Vendor Name	Payment Date	Payment Amount
Debt Relief Group LLC	3/17/2023	\$6,221.63
Debt Relief Group LLC	2/24/2023	\$275,844.90
Debt Relief Group LLC	2/24/2023	\$25,050.40
Debt Relief Group LLC	1/24/2023	\$19,219.15
Debt Relief Group LLC	1/6/2023	\$9,921.93
Debt Relief Group LLC	1/3/2023	\$1,435.52
Debt Relief Group LLC	12/30/2022	\$3,149.47
Debt Relief Group LLC	12/30/2022	\$1,187.37
Debt Relief Group LLC	12/30/2022	\$1,506.08
Debt Relief Group LLC	12/30/2022	\$6,048.75
Debt Relief Group LLC	12/30/2022	\$1,667.75
Debt Relief Group LLC	12/30/2022	\$8,016.19
Debt Relief Group LLC	12/30/2022	\$1,043.34
Debt Relief Group LLC	12/30/2022	\$9,050.54
Debt Relief Group LLC	12/30/2022	\$13,785.71
		Total: \$383,148.73

EXHIBIT “12”

Bank Name	Account Name	Statement Date	Transaction Date	Check Number	Debit/Charge	Memo
Wells Fargo	Maverick Management Group LLC	3/31/2023	3/17/2023		6,221.63	WTFed#08135morgan Chase Ban /Ftr/Bnf=Debt Relief Gro up LLC S# 0000960076722725 Trn#23031 7177882 RI b#
Chase	The Litigation Practice Group PC	1/31/2023	1/3/2023		1,435.52	Book Transter Debit A/C: Debt Relief Group LLC West Palm Beach FL 33409-5207 us Rat: mv 127 Tm: 515990003Jo
Chase	The Litigation Practice Group PC	12/31/2022	12/30/2022		8,016.19	Book Tranator Debit A/C: Debt Reliet Group LLC West Palm Beach FL 334D9-52D7 US Rot: mv 125 Tm: 5547600364Jo
Chase	The Litigation Practice Group PC	12/31/2022	12/30/2022		6,048.75	Book Transfer Debit A/C: Debt Relief Group LLC West Palm Beach FL 33409-5207 US Ret: nv 120 Tm: 5546800364Jo
Chase	The Litigation Practice Group PC	12/31/2022	12/30/2022		3,149.47	Book Transfer Debit NC: Debt Relief Group LLC West Palm Beach FL 33409-5207 US Ret: mv 121 Tm: 5546900364Jo
Chase	The Litigation Practice Group PC	12/31/2022	12/30/2022		1,667.75	Book Transfer Debit A/C: Debt Relief Group LLC West Palm Beach FL 33409-5207 US Ret: Inv 122 Tm: 5547500364Jo
Chase	The Litigation Practice Group PC	12/31/2022	12/30/2022		1,506.08	Book Transfer Debit NC: Debt Relief Group LLC West Palm Beach FL 33409-5207 US Rat: nv 126 Tm: 55481 00364Jo
Chase	The Litigation Practice Group PC	12/31/2022	12/30/2022		1,187.37	Book Transfer Debit NC: Debt Relief Group LLC West Palm Beach FL 33409-5207 US Ref: Inv 124 Tm 5547100364Jo
Chase	The Litigation Practice Group PC	12/31/2022	12/30/2022		1,043.34	Book Transfer Debit NC: Debt Relief Group LLC West Palm Beach FL 3340g-52D7 US Ret: mv t23 Tm: 5547000364Jo
Chase	The Litigation Practice Group PC	12/31/2022	12/13/2022		1,484.25	Book Iranater Debit NO: Debt Reliet Group [I0 Weat Palm Beach FL 33409-5207 US Ret: Inv 119 Tm 7282400347Jo
Chase	The Litigation Practice Group PC	12/31/2022	12/13/2022		1,290.25	Book Transfer Debit NO: Debt Reliet Group [C West Palm Beach P[33409-5207 US Ret: Inv 118 Tm. 4128000347Jo
Chase	The Litigation Practice Group PC	12/31/2022	12/12/2022		4,156.64	Book Tranctor Debit NC: Debt Relief Group LLC Woct Palm Beach FL 33409-5207 US Ret: Inv 115 Tm. 7992800346Jo
Chase	The Litigation Practice Group PC	12/31/2022	12/12/2022		3,545.15	Book Trancter Debh NC: Debt Relief Group LLC West Palm Beach FL 33409-5207 US Ret: Inv 110 Tm. 7992500346Jo
Chase	The Litigation Practice Group PC	12/31/2022	12/12/2022		3,316.25	Book Trancter Debit NC: Debt Relict Group LLC West Palm Beach FL 33409-5207 US Ret: Inc 117 1mm 8047600346Jo
Chase	The Litigation Practice Group PC	12/31/2022	12/12/2022		2,352.25	Book Tranctor Debit NC: Debt Relief Group LLC Woct Palm Beach FL 33409-5207 US Ret: Inv 116 Tm 7992900346Jo
Chase	The Litigation Practice Group PC	12/31/2022	12/12/2022		1,770.23	Book Tranctor Debit NC: Debt Roliet Group LLC Woct Palm Beach FL 33409-5207 US Ret: Inv 111 Tm 7992600346Jo
Chase	The Litigation Practice Group PC	12/31/2022	12/12/2022		1,437.44	Book Trcncter Debit NC: Debt Relief Group LLC West Palm Beach FL 33409-5207 US Ret: Inv 112 Tm 7992300346Jo
Chase	The Litigation Practice Group PC	12/31/2022	12/12/2022		1,177.72	Book Tranctor Debit NC: Debt Relict Group LLC West Palm Beach FL 33409-5207 US Ret: Inv 109 Tm 7992400346Jo
Chase	The Litigation Practice Group PC	12/31/2022	12/12/2022		659.88	Book Trancter Debit NC: Debt Relict Group LLC West Palm Beach FL 33409-5207 US Ret: Inv 113 Tm 7992700346Jo
Chase	The Litigation Practice Group PC	12/31/2022	12/2/2022		5,332.99	Book Irandler Debit NC: Debt Reliet Group LLC West Palm Beach FL 33409-5207 US Ret: 1ev 106 Tm 6872700336Jo
Chase	The Litigation Practice Group PC	12/31/2022	12/2/2022		5,291.62	Book Irandler Debit NC: Debt Reliet Group LLC West Palm Beach FL 33409-5207 US Ret: InvS Ire 5873100335Jo
Chase	The Litigation Practice Group PC	12/31/2022	12/2/2022		4,562.11	Book Trancter Debit NC: Debt Reliet Group LLC West Palm Beach FL 33409-5207 US Ret: Inv7 Tm 6848100336Jo
Chase	The Litigation Practice Group PC	12/31/2022	12/2/2022		3,850.28	Book Trancter Debit NC: Debt Relief Group LLC West Palm Beach FL 33409-5207 US Ret: nv IOS Tm 6872900336Jo
Chase	The Litigation Practice Group PC	11/30/2022	11/9/2022		62,626.75	Book Transfer Debit NC: Debt Relief Group LLC West Palm Beach FL 33409-5207 US Ret: File Purchase Tm: 5880200313Jo
Chase	The Litigation Practice Group PC	2/28/2023	2/7/2023		13,253.03	Book Transfer Debit NC: Debt Relief Group LLC West Palm Beach FL 33409-5207 US Ref: Weekly Disbursement Trn: 6667600038Jo
Chase	The Litigation Practice Group PC	1/31/2023	1/24/2023		19,219.15	Book Transfer Debit NC: Debt Relief Group LLC West Palm Beach FL 33409-5207 US Ret: Weekly Disbursement Tm: 0551400024Jo
Chase	The Litigation Practice Group PC	1/31/2023	1/6/2023		9,921.93	Book Transfer Debit NC: Debt Relief Group LLC West Palm Beach FL 33409-5207 US Ref: Weekly Disbursement Tm: 4715900006Je
Chase	The Litigation Practice Group PC	12/31/2022	12/30/2022		9,050.54	Book Transfer Debit NC: Debt Relief Group LLC West Palm Beach FL 33409-5207 US Ret: Weekly Disbursement Tm: 55722D0364Jo

Bank Name	Account Name	Statement Date	Transaction Date	Check Number	Debit/Charge	Memo
Chase	The Litigation Practice Group PC	12/31/2022	12/27/2022		13,785.71	Book Transfer Debit NC: Debt Reliet Group LLC West Palm Beach FL 33409-5207 US Ret: Weekly Disbursement Tm: 6979900381 Jo
Chase	The Litigation Practice Group PC	12/31/2022	12/19/2022		14,583.90	Book Transfer Debit NC: Debt Reliet Group LLC West Palm Beach FL 33409-5207 Us Ret: Weekly Disbursement Tm: 8057700353Jc
Chase	The Litigation Practice Group PC	12/31/2022	12/12/2022		153,917.36	Book Transfer Debit NC: Debt Reliet Group LLC West Palm Beach FL 33409-5207 US Rat: Weekly Disbursement Tm: 7801700346Jo
Chase	The Litigation Practice Group PC	12/31/2022	12/9/2022		13,178.13	Book Transfer Debit NC: Debt Reliet Group LLC West Palm Beach FL 33409-5207 US Ret: Weekly Disbursement Tm: 6581300343Jo
Chase	The Litigation Practice Group PC	12/31/2022	12/2/2022		13,520.14	Bock Trenster Debit NC: Debt Reliet Group LLC West Palm Beach FL 33409-5207 us Ret: Weekly Disbursement Tm: 6842400336Jo
Chase	The Litigation Practice Group PC	11/30/2022	11/25/2022		13,103.86	Book Transfer Debit NC: Debt Reliet Group LLC West Palm Beach FL 33409-5207 US Ret: Weekly Disbursement Tm: 4224000329Jo
Chase	The Litigation Practice Group PC	11/30/2022	11/25/2022		4,328.17	Book Trensfer Debit NC: Debt Reliet Group LLC West Palm Beech FL 33409-5207 US Ret: Weekly Disbursement Tm: 4241 400329Jo
Chase	The Litigation Practice Group PC	11/30/2022	11/23/2022		148,979.69	Book Transfer Debit NC: Debt Reliet Group LLC West Palm Beach FL 33409-5207 us Ret: Weekly Disbursement Tm: 6042600327Jo
Chase	The Litigation Practice Group PC	11/30/2022	11/18/2022		12,193.18	Book Trenster Debit NC: Debt Reliet Group LLC West Peim Beach FL 33409-5207 US Ret: Weekly Disbursement Tm: 5039000322Jo
Chase	The Litigation Practice Group PC	11/30/2022	11/10/2022		4,644.14	Book Transfer Debit NC: Debt Reliet Group LLC West Palm Beeoh FL 33409-5207 US Ret: Weekly Disbursement Tm: 805560031 4Jo
Chase	The Litigation Practice Group PC	11/30/2022	11/8/2022		6,919.39	Book Transfer Debit NC: Debt Reliet Group LLC West Palm Beach FL 33409-5207 US Ret: Weekly Disbursement Tm: 635560031 2Jo
Chase	The Litigation Practice Group PC	11/30/2022	11/8/2022		1,946.76	Book Transfer Debit NC: Debt Relief Group LLC West Palm Beach FL 33409-5207 US Ret: Weekly Disbursement Tm: 635820031 2Jo
Chase	The Litigation Practice Group PC	11/30/2022	11/3/2022		4,628.84	Book Trensfer Debit NC: Debt Reliet Group LLC West Peim Beech FL 33409-5207 us Ret: mv 2 Tm 7664200307Jo
Chase	The Litigation Practice Group PC	11/30/2022	11/3/2022		3,790.61	Book Trensfer Debit NC: Debt Reliet Group LLC West Palm Beach FL 33409-5207 us Ret: mv i Tm. 7676600307Jo
Chase	The Litigation Practice Group PC	10/31/2022	10/21/2022		19,645.22	Book Transfer Debit A/C: Debt Relief Group LLC West Palm Beach FL 33409-5207 US Ref: Weekly Disbursement Tm: 4843200294Jo
Chase	The Litigation Practice Group PC	10/31/2022	10/21/2022		1,608.43	Book Transter Debit A/C: Debt Reliet Group LLC West Palm Beach FL 33409-5207 US Ret: Weekly Disbursement Tm: 5062600294Jo
Chase	The Litigation Practice Group PC	10/31/2022	10/17/2022		30,692.87	Book Transfer Debit A/C: Debt Relief Group LLC West Palm Beach FL 33409-5207 US Ref: File Purchase Tm: 7i26700290Jo
Chase	The Litigation Practice Group PC	10/31/2022	10/14/2022		2,067.99	Book Transfer Debit A/C: Debt Relief Group LLC West Palm Beach FL 33409-5207 us Ref: Weekly Disbursement Tm: 6306000287Jo
Chase	The Litigation Practice Group PC	10/31/2022	10/7/2022		20,805.84	Book Transfer Debit A/C: Debt Relief Group LLC West Palm Beach FL 33409-5207 US Ref: File Purchase Tm: 641 9200280Jo
Chase	The Litigation Practice Group PC	10/31/2022	10/6/2022		876.18	Book Transfer Debit A/C: Debt Relief Group LLC West Palm Beach FL 33409-5207 US Ref: Weekly Disbursement Tm: 431 0000279Jo
UnionBank	The Litigation Practice Group PC	2/28/2023	2/24/2023		275,844.90	WIRE TRANS TRN 0224015673 022423 UBOC UB289839N Sent To: JPMORGAN CHASE BANK, NA Beneficiary: 1/Debt Relief Group
UnionBank	The Litigation Practice Group PC	2/28/2023	2/24/2023		25,050.40	WIRE TRANS TRN 0224017140 022423 UBOC UB288246N Sent To: JPMORGAN CHASE BANK, NA Beneficiary: 1/Debt Relief Group
UnionBank	The Litigation Practice Group PC	10/31/2022	10/17/2022		1,183.24	WIRE TRANS TRN 1017015207 101722 UBOC UB892953N Sent To: JPMORGAN CHASE BANK, NA Beneficiary: 1/Debt Relief Group LLC
UnionBank	The Litigation Practice Group PC	10/31/2022	10/7/2022		261.72	WIRE TRANS TRN 1007015280 100722 UBOC UB932529N Sent To: JPMORGAN CHASE BANK, NA Beneficiary: 1/Debt Relief Group LLC
Union Bank	The Litigation Practice Group PC	3/31/2023	3/1/2023		24,906.75	WIRE TRANS TRN 0301022880 030123 UBOC UB264675NSent To: JPMORGAN CHASE BANK, NA Beneficiary: 1/Debt Relief Group
					997,037.98	

EXHIBIT “13”

The Litigation Practice Group, P.C. Preference Transfer Schedule

Vendor Name	Payment Date	Payment Amount
Debt Relief Group LLC	3/17/2023	\$6,221.63
Debt Relief Group LLC	2/24/2023	\$275,844.90
Debt Relief Group LLC	2/24/2023	\$25,050.40
Debt Relief Group LLC	1/24/2023	\$19,219.15
Debt Relief Group LLC	1/6/2023	\$9,921.93
Debt Relief Group LLC	1/3/2023	\$1,435.52
Debt Relief Group LLC	12/30/2022	\$3,149.47
Debt Relief Group LLC	12/30/2022	\$1,187.37
Debt Relief Group LLC	12/30/2022	\$1,506.08
Debt Relief Group LLC	12/30/2022	\$6,048.75
Debt Relief Group LLC	12/30/2022	\$1,667.75
Debt Relief Group LLC	12/30/2022	\$8,016.19
Debt Relief Group LLC	12/30/2022	\$1,043.34
Debt Relief Group LLC	12/30/2022	\$9,050.54
Debt Relief Group LLC	12/30/2022	\$13,785.71
		Total: \$383,148.73